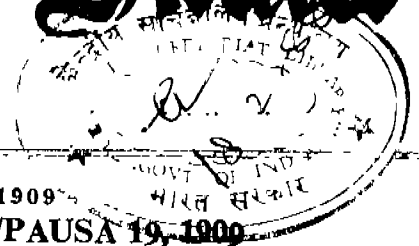




भारत का राजपत्र The Gazette of India

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नई दिल्ली, शनिवार, जनवरी 9, 1988/पौष 19, 1909
NEW DELHI, SATURDAY, JANUARY 9, 1988/PAUSA 19, 1909

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as
a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-Section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Ministries of the Government of India (other than Statutory Orders and Notifications issued by the
Ministry of Defence)

उपराष्ट्रपति सचिवालय
नई दिल्ली, 24 दिसम्बर, 1987

का. आ. 38 —भारत के उपराष्ट्रपति, पंजाब विश्वविद्यालय,
चण्डीगढ़ के कुलाधिपति की हैसियत से पंजाब विश्वविद्यालय के
अधिनियम 1947 की धारा 10 में प्रदत्त शक्तियों का
प्रयोग करते हुए पंजाब विश्वविद्यालय के कुलपति प्रा.
आर० पी० नाम्ब्राह की सेवाकाल की अवधि में, वर्तमान
नियमों और शर्तों के आधार पर प्रसन्नतापूर्वक 1 जनवरी,
1988 से तीन साल की वृद्धि करते हैं।

[नं० वी०पी०एम०/पी०गु०/87-88]

श्रीनिवासराव ए० सोहोनी, सचिव
भारत के उपराष्ट्रपति

VICE PRESIDENT'S SECRETARIA1
New Delhi, the 24th December, 1987

S.O. 38.—In exercise of the powers conferred by Sec-
tion 10 of the Panjab University Act, 1947, the Chancellor
of the Panjab University, Chandigarh, is pleased to extend the

term of Prof. R. P. Bambah as Vice-Chancellor of the Pan-
jab University for a period of three years with effect from
the 1st January, 1988, on the existing terms and conditions.

[No. VPS/PV/87-88]
SHRINIVASRAO S. SOHONI, Secy.
to Vice-President of India

कार्मिक, लोक शिकायत और पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 18 दिसम्बर, 1987

आदेश

का. आ. 39.—केन्द्रीय सरकार, दिल्ली विशेष पुलिस
स्थापन अधिनियम, 1946 (1946 का 25) की धारा 6 के
साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों
का प्रयोग करते हुए, श्री अर्जुन राम की हत्या के संबंध में
राजस्थान राज्य के नागौर जिले के मकराना थाने में रजिस्ट्री-
कृत मामला संख्या 193/87 की बाबत भारतीय दण्ड संहिता
(1860 का 45) की धारा 147, 148, 149, 302,

307, 120(ख), 379 और आयुध अधिनियम, 1959 (1959 का 54) की धारा 3 और धारा 25 के अधीन दण्डनीय अपराधों और उक्त अपराधों के संबंध में या उनसे संसक्त प्रयत्नों, दुष्प्रेरणों और षड्यंत्रों और उसी संव्यवहार के अनुक्रम में किए गए किन्हीं अन्य अपराधों के अन्वेषण के लिए, राजस्थान सरकार की सहमति से, दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और अधिकारिता का विस्तारण सम्पूर्ण राजस्थान राज्य पर करती है।

[संख्या 228/43/87-ए. वी. डी. II]

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel & Training)

New Delhi, the 18th December, 1987

ORDER

S.O. 39.—In exercise of the powers conferred by sub-section (1) of section 5, read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government, with the consent of the State Government of Rajasthan, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Rajasthan for the investigation of offences punishable under sections 147, 148, 149, 302, 307, 120(B), 379 of Indian Penal Code (45 of 1860) and sections 3 and 25 of Arms Act, 1959 (54 of 1959) and attempts, abetments and conspiracies in relation to or in connection with the said offences and any other offences committed in the course of same transaction in regard to Case No. 193/87 registered at the Police Station Makrana, District Nagaur, Rajasthan State in connection with the murder of Shri Arjun Ram.

[No. 228/43/87-AVD. II]

का. आ. 40.—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का 25) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्नलिखित अपराधों को ऐसे अपराधों के रूप में विनिर्दिष्ट करती है, जिनका दिल्ली विशेष पुलिस स्थापन द्वारा अन्वेषण किया जाएगा, अर्थात्:—

- (क) आयुध अधिनियम, 1959 (1959 का 54) की धारा 3 के अधीन दण्डनीय अपराध।
- (ख) प्रयत्न, दुष्प्रेरण और षड्यंत्र या दुष्प्रेरणा के प्रयत्न या पूर्वोक्त धारा के उपबन्धों के किसी उल्लंघन की तैयारी का कोई कार्य या खंड (क) में उल्लिखित अपराधों के संबंध में या उनसे संसक्त उसके अधीन किए गए किसी आदेश और उन्हीं तथ्यों से उत्पन्न होने वाले वैसे ही संव्यवहारों के अनुक्रम में किए गए कोई अन्य अपराध।

[संख्या 228/43/87-ए. वी. डी. II]

S.O. 40.—In exercise of the powers conferred by section 3 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government hereby specifies the following offences as offences, which are to be investigated

by the Delhi Special Police Establishment, namely:—

- (a) Offences punishable under section 3 of the Arms Act, 1959 (54 of 1959).
- (b) Attempts, abetments and conspiracies or attempts to abet or any act preparatory to the contravention of any of the provisions of the aforesaid section or any order made thereunder, in relation to, or in connection with, the offences mentioned in clause (a) and any other offences committed in the course of the same transaction arising out of the same facts.

[No. 228/43/87-AVD. II]

आदेश

का. आ. 41.—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का 25) की धारा 6 के साथ पठित, धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, असम राज्य के कामरूप जिले के रंगिया थाना में "रजिस्ट्रीकृत गुवाहाटी के जूर पुखुरी के निवासी चित प्रसाद बरुआ की हत्या के लिए व्यपहरण या अपहरण से संबंधित अपराध सं. 40/86 की बाबत भारतीय दण्ड संहिता 1860 (1860 का 45) की धारा 364 के अधीन दण्डनीय अपराध और उक्त अपराध और उन्हीं तथ्यों से उत्पन्न होने वाले वैसे ही संव्यवहार के अनुक्रम में किए गए किसी अन्य अपराध के संबंध में या उनसे संसक्त प्रयत्नों, दुष्प्रेरणों और षड्यंत्रों के अन्वेषण के लिए असम सरकार की सहमति से, दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और अधिकारिता का विस्तारण सम्पूर्ण असम राज्य पर करती है।

[सं. 228/25/87-ए. वी. डी. II]

ORDER

S.O. 41.—In exercise of the powers conferred by sub-section (1) of section 5, read with section 6, of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the Government of Assam hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Assam for the investigation of offence punishable under section 364 of the Indian Penal Code (45 of 1860) and attempts, abetments and conspiracies in relation to or in connection with the said offence and any other offence committed in the course of the same transaction arising out of the same facts in regard to Crime No. 40/86 relating to kidnapping or abducting, in order to murder, of Chitta Prasad Baruah, resident of Joor Pukhuri, Gauhati registered at the Police Station Rangiya, District Kamrup in the State of Assam.

[No. 228/25/87-AVD. II]

आदेश

का. आ. 42.—केन्द्रीय सरकार दिल्ली विशेष पुलिस स्थापन अधिनियम 1946 (1946 का 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए असम सरकार की सहमति से दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और अधिकारिता का भारतीय दंड संहिता (1860 का 45) की धारा 396 के अधीन दण्डनीय अपराधों और उक्त अपराधों

के संबंध में या उनसे संबंधित प्रयत्न, दुष्प्रेरण और पड़यंत और ग्रीश गोस्वामी, प्रबन्धक, यूनाइटेड कमर्शियल बैंक गुवाहाटी की हत्या के संबंध में अपराध संख्या 89/85 जो असम राज्य के कामरूप जिले में चांदमारी थाने में रजिस्टर किया गया था के ही तथ्यों से उत्पन्न एक ही संव्यवहार के अनुक्रम में किए गए किसी अन्य अपराध के अन्वेषण के लिए संपूर्ण असम राज्य पर विस्तार करती है।

[सं. 228/27/87-ए.वी.डी. II]

जी. सीतारामन, अवर सचिव

S.O. 42.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6, of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government, with the consent of the Government of Assam, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Assam for the investigation of offences punishable under section 396 of the Indian Penal Code (45 of 1860) and attempts, abetments and conspiracies in relation to, or in connection with, the said offences and any other offences committed in the course of the same transaction arising out of the same facts in regard to Crime No. 89/85 in respect of murder of Girish Goswami, Manager, United Commercial Bank, Gauhati, registered at Chandmari Police Station, District Kamrup, in the State of Assam.

[No. 228/27/AVD. II]

G. SITARAMAN, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 21 दिसम्बर, 1987

आदेश

का.आ. 43—राष्ट्रपति, केन्द्रीय सिविल सेवा (वर्गीकरण, नियंत्रण और अपील) नियम, 1965 के नियम 9 के उपनियम (2), नियम 12 के उपनियम (2) के खंड (ख) और नियम 24 के उपनियम (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के वित्त मंत्रालय, राजस्व विभाग की अधिसूचना सं. सा.का.नि. 900, तारीख 6 सितम्बर, 1980 को अधिकांत करते हुए, उन बातों को छोड़कर, जिन्हें ऐसे अधिक्रमण के पहले किया जाता है या करने का लोप किया गया है, निदेश देते हैं कि इस आदेश से उपाबद्ध अनुसूची के स्तम्भ 2 में विनिर्दिष्ट साधारण केन्द्रीय सिविल सेवा समूह "ख", समूह "ग" और समूह "घ" में के पदों की बाबत, स्तम्भ 3 में विनिर्दिष्ट प्राधिकारी, नियुक्ति प्राधिकारी होगा तथा स्तम्भ 4 और 6 में विनिर्दिष्ट प्राधिकारी, प्रत्येक पद के सामने स्तम्भ 5 में विनिर्दिष्ट शक्तियों के बारे में क्रमशः अनुशासन प्राधिकारी और अपील प्राधिकारी होंगे।

अनुसूची

क्र.सं.	पद का नाम	नियुक्ति प्राधिकारी	शक्तियां अधिरोपित करने के लिये सक्षम प्राधिकारी और वे शास्तियां जो वह अधिरोपित कर सकता है (नियम 11 में के मद संख्याओं के संदर्भ में)	अनुशासनिक प्राधिकारी	शास्तियां	अपील प्राधिकारी
1	2	3	4	5	6	
1.	सभी समूह "ख" पद	अध्यक्ष, समझौता आयोग आयकर/धनकर	अध्यक्ष, समझौता आयोग आयकर/धनकर	सभी		वित्त मंत्रालय में सचिव

1	2	3	4	5	6
2. (क) मुख्यालय में सभी समूह "ग" पद	सचिव (मुख्यालय), समझौता आयोग	सचिव (मुख्यालय), समझौता आयोग	सभी	अध्यक्ष समझौता आयोग	
(ख) अतिरिक्त न्यायपीठों में सभी समूह "ग" पद	अपनी-अपनी अतिरिक्त अपनी-अपनी न्यायपीठों में सचिव, समझौता आयोग	अपनी-अपनी न्यायपीठों में सचिव, समझौता आयोग	सभी	अपनी-अपनी अतिरिक्त न्यायपीठों में उपाध्यक्ष, समझौता आयोग	
(ग) प्रादेशिक कार्यालयों में सभी समूह "ग" पद	सचिव (मुख्यालय), समझौता आयोग	(1) सचिव, (मुख्यालय), समझौता आयोग (2) अपने-अपने प्रादेशिक कार्यालयों में कार्यालय प्रधान	सभी (1) से (4) तक	अध्यक्ष, समझौता आयोग	
3. (क) मुख्यालय और प्रादेशिक कार्यालयों में सभी समूह "घ" पद	कार्यालय प्रधान	कार्यालय प्रधान	सभी	सचिव (मुख्यालय), समझौता आयोग	
(ख) अतिरिक्त न्यायपीठों में सभी समूह "घ" पद	अपनी-अपनी अतिरिक्त न्यायपीठ में कार्यालय प्रधान, समझौता आयोग	अपनी-अपनी अतिरिक्त न्यायपीठ में कार्यालय प्रधान, समझौता आयोग	सभी	अपनी-अपनी अतिरिक्त न्यायपीठ में सचिव, समझौता आयोग	

[सं. 47/87(फा.सं. 21/38/87-प्रशा. 1सी)]

ए.के. सिन्हा, डैस्क अधिकारी

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 21st December, 1937

ORDER

S O. 43 :—In exercise of the powers conferred by sub-rule (2) of rule 9, clause (b) of sub-rule (2) of rule 12 and sub-rule (1) of rule 24, of the Central Civil Services (Classification, Control and Appeal) Rules, 1965 and in supersession of the notification of the Government of India in the Ministry of Finance, Department of Revenue No. GSR 900, dated the 6th September, 1980, except as respect things done or omitted to be done before such supersession, the President hereby directs that in respect of the posts in the General Central Civil Services Group 'B', Group 'C' and Group 'D' specified in column 2 of the Schedule annexed to this Order, the authority specified in Column 3 shall be the appointing authority and the authorities specified in columns 4 and 6 shall be the disciplinary authorities and the appellate authorities respectively with regard to the penalties specified in column 5 against each of the posts.

SCHEDULE

Sl. No.	Description of post	Appointing authority	Authority competent to impose penalties which it may impose (with reference to item numbers in rule 11)		Appellate Authority
			Disciplinary Authority	Penalties	
1	2	3	4	5	6
1.	All Group 'B' posts.	Chairman, Settlement Commission (IT/WT).	Chairman, Settlement Commission (IT/WT).	All	Secretary, in the Ministry of Finance.
2(a)	All Group 'C' posts in the Hqrs.	Secretary, (Hqrs.), Settlement Commission.	Secretary, (Hqrs.), Settlement Commission.	All	Chairman, Settlement Commission.

1	2	3	4	5	6
(b) All Group 'C' posts in the Additional Benches.	Secretary in the respective Additional Bench Settlement Commission	Secretary in the respective Additional Bench Settlement Commission	All	Vice-Chairman in the respective Additional Bench, Settlement Commission.	
(c) All Group 'C' posts in the Regional Offices.	Secretary, (Hqrs.), Settlement Commission.	(i) Secretary (Hqrs.), Settlement Commission. (ii) Head of office in the Respective Regional Office.	All	Chairman, Settlement Commission.	
3.(a) All Group 'D' posts in the Hqrs. and Regional Offices.	Head of Office.	Head of Office	All	Secretary (Hqrs.), Settlement Commission	
(b) All Group 'D' posts in the Additional Benches.	Head of office in the respective Additional Bench, Settlement Commission.	Head of office in the respective Additional Bench, Settlement Commission.	All	Secretary in the respective Additional Bench, Settlement Commission.	

[No. 47/87 (F. No. 21/38/87-Ad. IC)]

A. K. SINHA, Desk Officer

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 15 अक्टूबर, 1987

(आयकर)

का.आ. 44.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 126 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड नई दिल्ली एतद्वारा दिनांक 18 मई 1984 की अधिसूचना सं. 1 (फा. सं. 55/233/63-आ.क.) की संलग्न अनुसूची में निम्नलिखित शामिल करते हैं।

पूर्वोक्त अनुसूची में क्रम सं. 102 के बाध निम्नलिखित जोड़ा जाएगा :—

क्रम. सं.	व्यक्ति	आयकर अधिकारी	मि.स.आ.	अपीलीय सहायक आयुक्त	आयकर आयुक्त (अपील)	आयकर आयुक्त
1	2	3	4	5	6	7
103.	वेतन से आय पाने वाले वे व्यक्ति जो आयकर अधिकारी, वेतन परि-मण्डल तथा के प्रादेशिक क्षेत्राधिकार में तैनात हैं अथवा रहते हैं और जिनके मामले में खोत पर कर का कटौती, बम्बई में उसके प्रधान कार्यालय के नियोक्ता द्वारा की जाती है।	आयकर अधिकारी वेतन शाखा-II, बम्बई।	वेतन रेंज-II बम्बई।	एफ-रेंज, बम्बई	आयकर आयुक्त (अपील)-XIII, बम्बई	आयकर आयुक्त बम्बई सिटी-IX बम्बई।

यह अधिसूचना दिनांक 15-10-1987 से लागू होगी।

[सं. 7586(फा. सं. 186/1/87-आ.क. (मि. I)]

के. के. त्रिपाठी,

सचिव

केन्द्रीय प्रत्यक्ष कर बोर्ड

(Central Board of Direct Taxes)

New Delhi, the 13th October, 1987

(INCOME-TAX)

S. O. 44 :—In exercise of the powers conferred by Section 126 of the Income Tax Act, 1961 (43 of 1961), the Central Board of Direct Taxes, New Delhi hereby makes the following addition to the Schedule annexed to its Notification No. 1 (F.No.55/233/63-IT) dated 18th May, 1964.

After Sl.No. 102 in the aforesaid schedule, the following shall be added.

Sl. No.	Persons	ITO	AIC	AAC	CIT(A)	CIT
1	2	3	4	5	6	7
103	Persons having salary income, posted at or residing in the territorial jurisdiction of the I.T.O., Salary Circle, Thane, and in whose case tax is deducted at source by the employer at its Head Office in Bombay.	Income-tax Officer Salaries Branch-II, Bombay.	Salaries Range-II, Bombay.	F-Range Bombay,	CIT(A)-XIII Bombay.	C.I.T., Bombay City-XI, Bombay.

This notification shall take effect from 15-10-1987.

[No. 7586 (F.No. 186/1/87-IT(AI)]

K.K. TRIPATHI, Secy.
Central Board of Direct Taxes.

(आर्थिक कार्य विभाग)

नई दिल्ली, 22 दिसम्बर, 1987

का.आ. 45.—राजभाषा नियमावली, 1976 के नियम 10(4) के अन्तर्गत अधिसूचित भारतीय साधारण बीमा निगम की सहायक कंपनी दि ओरिएण्टल इश्योरेंस कंपनी लिमिटेड के शाखा कार्यालय, रतलाम को निम्नलिखित विषयों को राजभाषा नियमावली, 1976 के नियम 8(4) के अनुपालन में पूरा कार्य हिन्दी में करने के लिए विनिर्दिष्ट करने का निश्चय किया गया है :

1. कार्यालय के अन्तः विभागों के टिप्पण (नोट्स)
2. चेक
3. सभी तरह के भुगतान वाउचर
4. छुट्टी के आवेदन पत्र
5. हाजिरी रजिस्टर

6. अन्तः कार्यालयों/विभागों तथा बाहर भेजे जाने वाले सभी प्रकार के नैमी विषयक मानक पत्र ।

[सं. 12011/12/87-हि.का.क.]
पी. वी. भिडे, निदेशक

(Department of Economic Affairs)

New Delhi, the 22nd December, 1987

S.O. 45.—Branch Office situated at Ratlam of the Oriental Insurance Company Ltd. an associate Company of General Insurance Corp. of India have already been notified under Rule 10(4) of the Official Language Rules, 1976. It has now been decided to specify the following subjects relating to which the entire work should be done in Hindi, in compliance of Rule 8(4) of the Official Language Rules, 1976 :—

1. Inter-departmental Notes of the office.
2. Cheques.
3. All types of payment vouchers.
4. Leave application.
5. Attendance Register.
6. All types of routine standard letters to be sent to internal offices/Departments as well as to out side.

[No. 12011/12/87-HIC]
P. V. BHIDE, Director.

(भारतीय पुर्त प्रक्षय निधि कोषपाल का कार्यालय)

नई दिल्ली, 15 जून, 1987

का. प्रा. 46 — भारतीय पुर्त प्रक्षय निधि के कोषपाल या उनके अधिकारियों के द्वारा पूर्ण अलग निधि अधिनियम, 1830 (189) का 6) के अधीन 31 मार्च, 1987 को धरित पुर्त प्रक्षय निधि (केन्द्रीय) से संबंधित संपत्तियों और प्रतिभितियों की सूची नम 1983-87 के वर्षों का मास मास जानकारी के लिए नीचे प्रकाशित किया जा रहा है।

भाग I—प्रतिभितियों से भिन्न संपत्तियों की सूची

अधिकार में देने के आदेश का क्रमांक		अक्षय निधि का नाम	संपत्ति के प्रशासक	धारित संपत्ति			टिप्पणी
संख्या	दिनांक			विवरण	मूल्य	वार्षिक आय, यदि मासूम हो	
1	2	3	4	5	6	7	8
भारत :					रुपए	रुपए	
1. स्वास्थ्य मंत्रालय की अधिसूचना संख्या एम 14-26/61-1962 ईस्ट ट्यूट जो स्वास्थ्य और परिवार कल्याण मंत्रालय की अधिसूचना संख्या एम 22020/11/76 एम सी. (एम, 1977 एम.) द्वारा अध्यादेशित	31 अगस्त 1962	पाप्पर इन्स्टीट्यूट आफ इंडिया	पाप्पर इन्स्टीट्यूट आफ इंडिया का प्रशासक	(1) एंटेरोबीज रिमर्च सेंटर कम्पौली की इमारत (2) मेडो लिनलिथगो, मेनिटोरियम, कम्पौली की इमारत (3) शेस्टन लाज, कम्पौली	2,23,200.00 22,18,700.00 26,000.00	शून्य शून्य शून्य	
2. रक्षा मंत्रालय की अधिसूचना सं. एम. आर. ओ. 250	31 अगस्त 1960	कमोला तथा उदय-पुरी स्थित कुमांज रेडोमेटल फोरम की फोरम निधि	निधि का प्रशासक बोर्ड	कमोला तहसील काला-टंगी जिला नैनीताल 1. अफिसल (30 फीट × 24 फीट) 2. बमेंदा लाज (30 फीट × 24 फीट) 3. अतिथि गृह नं. 1 (30 फीट × 35 फीट) 4. अतिथि गृह नं. 2 (28 फीट × 26 फीट)	4,000.00 4,000.00 5,000.00 3,500.00	शून्य शून्य शून्य शून्य	
महाराष्ट्र :							
1. श्री. आर्हि. एन. डी. शिक्षा संस्था 433	27 मई 1909	भारतीय विज्ञान संस्थान	बंबई का कलेक्टर श्री जनार्दन गणपत-राव बोस और श्री मवल एच. टाटा	“विन्टोरिया बिल्डिंग पूर्ण स्वामित्व (फ्री होल्ड) की यह सारी भूमि जो फोर्ट में पारसी बाजार स्ट्रीट के पूर्व में	1,30,870.00	54,396.00	क्रम सं. 1 से 15 तक की वार्षिक आय और मूल्यांकन, श्री पी. एन कूटे, सचिव भारतीय विज्ञान

1	2	3	4	5	5	7	8	9
				एलिविस्टोन गतिन पर या उसके बाहर से स्थित है। इसमें वाटिका गृह, वास-गृह और इमारतें शामिल हैं जिसे "विक्टोरिया विक्टोरिया, फ्ला आता है। इसका क्षेत्रफल 482-3/4 वर्ग गज अथवा इसके करीब है।	रकबा	रकबा	सम्मान की बम्बई रिपन संपत्तियों के प्रबंधक बोर्ड बम्बई हाउस होगी मोदी स्ट्रीट बम्बई-23 के दिनांक 12-6-87 के पत्र संख्या सी-2/2371 में दी गई हृदायनी के समुदाय, काला 7 और 8 से दिखाई गई है।	
2 और 3	27 मई, भारतीय विज्ञान 1909 संरक्षण	बम्बई का कलकट्टा श्री जनार्दन गणपत, राव बोध और श्री नवल एच डाटा		"एलिवेशन प्लेस और अलेक्जेंडरा टेरेस भूमि का वह सारा भाग जो परेल रोड के पूर्व में भायखला में स्थित है। इसमें वाटिका-गृह, वास-गृह और इमारतें अर्थात् मे वने मॉक-चाकरो के मकान और घर बल शामिल हैं, जिन्हें एलिवेशन प्लेस और अलेक्जेंडरा टेरेस कहा जाता है, इसका क्षेत्र- फल 11,104 वर्गगज अथवा इसके करीब है।	1,19,330.00	40,836.00		
3 (क) जी. आई. तदैव एच. डी. शिक्षा संख्या 433	तदैव	तदैव	तदैव	भायखला के निकट परेल रोड जिसे अब डा. अम्बेडकर रोड के नाम से पुकारा जाता है के पूर्वी और 11,104 वर्ग गज अथवा इसके करीब भूमि पर "होटल हेरिटेज" नामक एक नई इमारत का निर्माण।	18,89,281.57	2,31,494.40		
4 और 5	तदैव	तदैव	तदैव	(1) "रे हाउस और (2) "सेन्ट्रल हाउस बम्बई ग्रोप में. अग्रेगी रिक्लेमेशन पर स्थित भूमि का पट्टे पर बिला हुआ वह टुकड़ा जिसका क्षेत्रफल 2004-8/9 वर्ग गज है और जिस पर "रे हाउस और "सेन्ट्रल हाउस नामक दो इमारतें बनी हुई हैं।	1,43,190.00	29,256.00		
				बम्बई ग्रोप में. अग्रेगी रिक्लेमेशन पर स्थित भूमि का पट्टे पर बिला हुआ वह टुकड़ा जिसका क्षेत्रफल 2004-8/9 वर्ग गज है और जिस पर "रे हाउस और "सेन्ट्रल हाउस नामक दो इमारतें बनी हुई हैं।	1,42,100.00	32,472.00		

1	2	3	4	5	6	7	8	9
						रुपए	रुपए	
6 और 7, डी. आई. एच. डी. शिक्षा संस्था 433	27 मई, 1909	भारतीय विज्ञान संस्थान	बम्बई का कलेक्टर श्री जनार्दन गणपतराव बीघ और श्री मवल एच. टाटा	"बजवैल्ट या एजरा हाउस" अथवा एस. डी एस. हाउस पट्टे पर मिली भूमि का वह सारा टुकड़ा जो अयोली रिक्लेमेशन पर स्थित है जिसका लोकल 533-3/9 वर्ग गज और जिस पर बजवैल्ट हाउस या "एजरा हाउस" नामक इमारतें बनाई हुई हैं। इसके अतिरिक्त लगभग 573-3/5 वर्ग गज का पट्टे पर भी गई भूमि का वह टुकड़ा भी जो बंबई द्वीप में अयोली रिक्लेमेशन पर स्थित है। एस. डी. एस. हाउस नामक क्षेत्र पर वर्ष 1980 में इमारतें बनाई गई हैं।	1,33,220.00 11,75,16,930	38,988.00 2,40,000.00		
8 और 9	तद्वैव	तद्वैव	तद्वैव	"सारवेंट हाउस" और "वैम्किन्स हाउस" बम्बई द्वीप में अयोली रिक्लेमेशन पर स्थित 3487-2/9 वर्ग गज का भूमि का वह टुकड़ा अथवा (भूमि) खण्ड जिस पर सारवेंट हाउस और वैम्किन्स हाउस नामक इमारतें स्थित हैं।	2,71,830.00 2,86,080.00	67,058.00 65,368.00		
10. तद्वैव	तद्वैव	तद्वैव	तद्वैव	"न्यू ग्रामशी बिल्डिंग" जिसे अब स्टेशन "टैरेसिम स्लॉटर रोड" कहा जाता है फोरस टम्पोर को लगभग 2,290 वर्ग गज की भूमि जिस पर कई बाटिकागृह, घास-गुह्य और हाथियों भूकान बने हुए हैं, जिन्हें न्यू ग्रामशी बिल्डिंग कहा जाता था परन्तु वर्तमान नाम—स्टेशन रोड है तथा यह बम्बई में स्वीटर राड के स्थान पर स्थित है।	2,53,990.00	1,09,47.00		

1-	2	3	4	5	6	7	8	9
11	जी. आई. एच. जी. शिक्षा, संख्या 433	27 मई 1909 संस्थान	बम्बई का कलेक्टर श्री जनार्दन गणपतराय बोस और श्री लवल एच. टाटा	“कैडी हाउस” पट्टे-पर मिली हुई भूमि का वह टुकड़ा जो बम्बई द्वीप में अपोलो रिक्ले-मेशन पर स्थित है, जिसका क्षेत्रफल लग-भग 529-8/9 वर्ग गज है और जिसे “कैडी हाउस” कहा जाता है।	रुपये 1,35,620 00	रुपये 13,944.00		
12 और 13 तदैव	तदैव]	तदैव]	तदैव	“एलिवेशन प्लेन और अलेग्जेंड्रा टैरेस” के निकट भूमि का वह टुकड़ा, जिसका क्षेत्रफल लगभग 8,570 वर्ग गज है जो बम्बई के कलेक्टर द्वारा बम्बई शहर में परेल रोड पर भायखना में स्थित भूमि खंड के साथ पंजीकृत है, इसमें वाटिका गृह, वास गृह और रिहायशी मकान शामिल हैं इसे “एलिवेशन प्लेन और अलेग्जेंड्रा टैरेस” के निकट का भू-भाग कहा जाता है।	79,347 00	3,048 00	बम्बई शहर भूमि अभि-ग्रहण अधिकारी ने 107-89 वर्ग गज भूमि को अभिग्रहीत कर लिया है।	
14 तदैव	तदैव]	तदैव	तदैव	“पमेल टैंक रोड पर स्थित भूमि” (1) लगभग 67,057 वर्ग गज भूमि का वह टुकड़ा, जिसमें से 7021 वर्ग गज सरकारी टोका भूमि और 2189 वर्ग गज सरकारी भूमि जिसका हाल ही में निर्धारण किया गया है, शामिल है और शेष इनाम भूमि है जो परेल में परेल गवर्नमेंट टैंक की जाने वाली माब-जनिक सड़क पर स्थित है जिसे पमेल टैंक रोड स्थित भूमि (बागेश्री हिल) कहा जाता है। (2) परेल स्थित इनाम भूमि का खाली टुकड़ा जिसका क्षेत्र-फल लगभग 6005 वर्ग गज है। (3) गवर्नमेंट टोका	शून्य .	शून्य	74,686 वर्ग गज भूमि से 15,575.80 वर्ग गज भूमि टाटा हार्डवेयर-किट्टक पावर एण्ड मल्स आई कंपनी लिमिटेड के लिए प्रेषण साहने बिलाने और अन्य निर्माण कार्य करने के लिए भूमि अर्जन अधि-नियम के अंतर्गत सरकार द्वारा अभिग्रहीत कर ली गई तथा 37,471 52 वर्ग गज भूमि बाव में 1922 के भूमि अभिग्रहण अधिकारी द्वारा अभिग्रहीत कर ली गई परेल टैंक रोड पर स्थित भूमि का एक भाग	

1	2	3	4	5	6	7	8	9
					भूमि का खाली टुकड़ा			सी. एम. संख्या
					जिसका क्षेत्रफल लग- भग 1058 वर्ग गज है और जो बम्बई नगर में परेल पर गोलांगी हिल रोड पर और उसके दक्षिण में स्थित है।			1/202 पट्टा जिसका क्षेत्रफल 2043.88 वर्ग गज है और जो एस संख्या 203 पार्ट जिसका क्षेत्र- फल 623.33 वर्ग गज है बम्बई नगर निगम ने भूमि अधिग्रहण प्रधिनियम, 1894 (1894 का पहला) की धारा 12 (2) के अधीन एक जला शय के निर्माण के लिये अधिग्रहीत कर लिया था हम जमीन के पट्टेदार सर रतन टाटा ट्रस्ट द्वारा जमीन को फ्रीहोल्ड में बदलने के उद्देश्य से अपने प्रतिवर्ती अधिकार खरीदने के लिये 11 लाख रुपये की राशि भुवा की गई थी, जैसा कि भारत सरकार के शिक्षा और संस्कृति मंत्रालय (शिक्षा विभाग) द्वारा अपने 17-3-1981 के पत्र सं. एफ. 8-23/80-टी-6 द्वारा अनुमोदित किया गया था। भारत सरकार ने अपने दिनांक 29-12-1986 के पत्र सं. एफ. 8-22/85-टी-6 द्वारा इंडियन इंस्टीट्यूट ऑफ साइंस, बंगलूर को इंस्टीट्यूट के स्थापक जमशेदजी नौभेरवाजी की प्रकृति को चिर- स्थायी बनाने के लिये विस्तार अनुसंधान सेमिनार कम्प्लेक्स-सह- सभागार का
					(4) सरकारी टोका भूमि का खाली टुकड़ा जिसका क्षेत्र- फल लगभग 566 वर्ग गज है और जो बम्बई नगर में परेल पर गोलांगी हिल रोड पर और उसके दक्षिण में स्थित है।			

1	2	3	4	5	6	7	8	9
								निर्माण करने के लिये उपयोग में लाये जाने के लिये 10,90,126.35 रुपये की राशि भेजने से संबंधित अनुमोदन की सूचना दी थी। 9873.65 रुपये की शेष राशि निधि प्राधिकारियों के पास थी।
						रुपये	रुपये	
15. जी.आई.एच. डी. शिक्षा संख्या 433	27 मई, भारतीय विज्ञान 1909 संस्थान	बम्बई का कलेक्टर श्री जनार्दन राय बोध और श्री नवल एच. टाटा	“हैम्पटन कोर्ट” गणपत बम्बई नगर और रजिस्ट्रेशन उपजिले में कोलाबा रोड “हैम्प- टन कोर्ट” के पश्चिम में स्थित भूमि का वह सारा टुकड़ा जिसका क्षेत्रफल लगभग 2020 वर्ग गज भयवा इसके करीब है और जिसकी हदबंदी इस प्रकार है : उत्तर में या उत्तर की ओर सर करीम भाई इब्राहिम भारोनेतसी म्यास के म्यासियों की संपत्ति, दक्षिण में या दक्षिण की ओर पुलिस चौकी सड़क पूर्व या पूर्व की ओर कोलाबा रोड, पश्चिम में या पश्चिम की ओर बोर्ड हाउस रोड। यह भूमि बम्बई के कलेक्टर की किताबों में रेटरोल संख्या 8509 पर दर्ज है और उसकी कोलाबा प्रभाग की बन्दीबस्त सर्वेक्षण संख्या 48 है। इसमें भूमि पर बनी हमारतें और अन्य ढाँचे शामिल हैं। इनका निर्धारण बम्बई नगरपालिका द्वारा प्रमाण संख्या 213 और 214 और क्रमशः कोलाबा रोड और बोर्ड हाउस रोड की गली संख्या 158 और 125 तथा सोधर कोलाबा रोड की गली संख्या 154 के अन्तर्गत गिनाया गया है।	16,51,821.48	2,63,244.00			

1	2	3	4	5	6	7	8	9
16. जी. आर. ई. डी. संख्या 452	7 मार्च, 1906	सर जमशेदजी जेजीभाई पारसी, हितकारी संस्थान	सचिव, सर जमशेदजी जेजीभाई पारसी हितकारी संस्थान बम्बई	बम्बई में हानेरी रोड फोर्ट पर स्थित 1688 वर्ग गज भूमि का टुकड़ा और उस पर बने हुए रिहायशी मकान और इमारतें	रुपये 3,90,002 59	रुपये 3,204 00	क्रम संख्या 16 और 17 के बालम 7 और 8 में दिखाई गई वार्षिक आय और मूल्यांकन श्री डी. एच. अक्तेसरिया, सचिव सर जे. जे. पी. डी संस्था 209, डा. डी. एन. रोड, फोर्ट बम्बई - 40002 के श्री के. डी. श्रीफ के दिनांक 18-5-1987 के पत्र सं. ई/229 में दी गई विवरणों के अनुसार है।	
17. जी. आर. ई. डी. सं. 1778	10 जुलाई, 1912	तदैव	तदैव	गोलाघेन फोर्ट बम्बई में स्थित पूर्ण स्वामित्व वाली भूमि का सारा टुकड़ा और उस पर, बने हुए वाटिका गृह, बाम गृह और अस्तबल जिसका क्षेत्रफल लगभग 173 और 62 वर्ग गज है।	12,000, 00	शून्य	तदैव	
तमिलनाडु								
1. संख्या 46-शिक्षा तथा संख्या 389-शिक्षा	5 अप्रैल 1904 तथा 25 जून 1904	मद्रास सैनिक बासिका अना- यालय अक्षय निधि मद्रास	सचिव तथा कोम- पौबेट सेंट जार्ज स्कूल तथा अनायालय मद्रास	मद्रास में स्थित भूमि जिसकी सर्वेक्षण संख्या 232 है और जिसका क्षेत्रफल 15 कानी, 18 घाउंड और 1678 वर्ग फुट है और उस पर कनी इमारत जिसका नाम मद्रास सैनिक बासिका अनायालय (मद्रास मिलिट्री फीमेल अफ्फेन असाईलम) है।	शून्य	शून्य	इस संपत्ति पर मिलिट्री ओरफन असाईलम का कब्जा है। यह कब्जा इस शर्त पर दिया गया था कि वहाँ पर अनायालय की लड़कियों के अलावा मद्रास सैनिक बासिका अनायालय में पहुँचे धर्ती की संख्या 30 अन्य बासिकाओं के भरण-पोषण और शिक्षा की व्यवस्था की जायेगी।	
उत्तर प्रदेश								
1. उत्तर प्रदेश सर- कार शिक्षा विभाग [अधिसूचना संख्या	क्रमशः 2 अप्रैल 1918	गिरांछी कायस्थ, पाठशाला अक्षय निधि मिरजापुर	प्रबंध समिति जिसके पदेन अध्यक्ष मिरजापुर के कलेक्टर होंगे और	(क) जिला मिरजापुर के मुख्यालय में अलीगंज में स्थित टीन मकान				

1	2	3	4	5	6	7	8	9
602XV301	बीर 29			जिसमें स्व. मुंशी	जिलकी हृदयदी हस	रु.	रु.	
बीर 808 जी/15	नवम्बर			विदेशवरी प्रसाद वकील	प्रकार हैं :-			
619/1923	1923			की संपत्ति के निष्पादक				
				सम्भव होंगे।				
					(1) दक्षिण : श्री	600.00	36.00	
					प्यारे साय का मकान			
					उत्तर मुसम्मात झुआ का			
					मकान ; पश्चिम :			
					गवर्नेमेंट रोड, पूर्व : श्री			
					सुमेर सुनार का मकान			
					(2) दक्षिण : मुंशी	600.00	36.00	
					विदेशवरी प्रसाद वकील			
					का मकान : उत्तर :			
					मस्जिद; पश्चिम : श्री			
					रामेश्वर तेली का			
					मकान पूर्व : सड़क			
					(3) दक्षिण : श्री	600.00	36.00	
					बुद्ध का मकान;			
					उत्तर : मुंशी विदेशवरी			
					प्रसाद वकील का			
					मकान;			
					पश्चिम--मुसम्मात			
					उमराव का मकान			
					पूर्व : सड़क।			
					(ख) मिरजापुर जिले,	600.00	15.00	
					की चुनार तहसील के			
					मोजा गिरोडी में			
					स्थित बाग।			
					(ग) मिरजापुर : जिले	50.00	शून्य	
					की चुनार तहसील के			
					मोजा गिरोडी में उप-			
					युक्त (ख) में बताये			
					गये भाग में स्थित पाठ-			
					शाला।			

पंजाब :

चूंकि केन्द्रीय पूर्व अक्षय निधि से संबंधित संपत्तियों का भाग और पाकिस्तान के बीच बंटवारा अभी नहीं हुआ है, इसलिए इन संपत्तियों का पूर्ण अंश तैयार नहीं की जा सकी है।

भाग II--प्रतिभूतियों की सूची और लेखा मारांश

मामला संख्या	अक्षय निधि का नाम	व्यक्ति जिनकी ओर से धारित है	प्रतिभूतियों का व्यौरा	प्रतिभूतियों की कुल राकम	नकद वसूल किया गया ध्याज या मारांश
1	2	3	4	5	6
भारत :-					
				रुपये	रुपये
1. खंडपारा राज्य ध्यास निधि	खंडपारा राज्य ध्यास निधि का	5 वर्षीय डाकघर सावधि	30,600.00		3,297.35
	ध्यासी बोंब	जमा			
2. सशस्त्र सेना हितकारी निधि	सशस्त्र सेना हितकारी निधि				2,12,006.00
	की सामान्य समिति				
3. सेंट एल्माटस (इंडिया) फंड	सेंट एल्माटस (इंडिया)	4-3/2 प्रतिशत	15,000.00	15,000.00	2,034.00.
	फंड का ध्यासी बोर्ड	जून 1989			

प्रतिष्ठितियों की प्राप्ति		नकद धन्य	नकद शेष	दिव्यणी	मामला संख्या	
अन्य नकद प्राप्ति	नकद प्राप्ति की कुल रकम	अदायगी				
7	8	9	10	11	12	
रुपये	रुपये	रुपये	रुपये	रुपये		
	3,297 35	दिया गया ब्याज	3 264 40	--	--	1
		सरकार को दी गई फीस	3 2 95			
			1,297 35			
(क) 8,00,400.00	8,12,408 00	दिया गया ब्याज	11,885.95	8,00,400.00	(क) यह निधि प्राप्ति- 2	
		सरकार को दी गई फीस	120.05		कारियों को 1987-88	
			12,006 00		में वापस की गई 3	
					प्रतिशत स्वामित्व	
					श्रृंखला, 1946 की	
					उत्पन्न से प्राप्त	
					राशि का घातक है।	
(ख) 92,900 00	94,934.00	दिया गया ब्याज	2,013.65	92,900 00	कालम संख्या 6 के तहत 3	
		सरकार को दी गई फीस	20 35		की गई रकम में जोत	
			2034.00		पर काटे गये आधुनिक	
					और अधिभार की रकम	
					शामिल नहीं है।	
					(ख) यह 3 प्रतिशत	
					स्वामित्व श्रृंखला,	
					1946 की उत्पन्न	
					में प्राप्त राशि का घातक	
					है।	
1	2	3	4	5	6	
			रु	रु	रु	
4 धामस रौड बिल स्मारक	अध्यक्ष बन अनुसूचित					
निधि	संस्थान और कालेज,					
	बेहरादून					46 50
5 भारतीय पाश्चर संस्थान	भारतीय पाश्चर संस्थान	5 वर्षीय डाकघर सावधि	2 08,550 00	2,08,550 00		17 761 55
	के प्रशासक	जमा				
6 राष्ट्रीय शिक्षक कल्याण	राष्ट्रीय शिक्षक कल्याण	5 वर्षीय डाकघर सावधि जमा	1119,47,550 00	1119,47,550 00		121,28,271.30
प्रतिष्ठान	निधि की सामान्य समिति					
7	8	9	10	11	12	
(ग) 3,100 00	3,146 50	दिया गया ब्याज	46 95	3 100 00	(ग) यह 3 प्रतिशत स्वा- 4	
		सरकार को दी गई फीस	0 45		तंत्र श्रृंखला, 1946 की	
			46 50		उत्पन्न से प्राप्त	
					राशि का घातक है।	
(घ) 66 900 00	84,661 55	दिया गया ब्याज	17,583 90		(घ) यह 3 प्रतिशत 5	
		सरकार को दी गई फीस	177 65		स्वामित्व श्रृंखला, 1946	
		अन्य जमा राशि	66,900 00		के उत्पन्न से प्राप्त	
			84,661 55		राशि को 5- वर्षीय	
					डाकघर सावधि जमा	
					में पुन निवेश किए जाने	
					का घातक है।	
(ङ) 75,00,000 00	1,96,28,271 30	दिया गया ब्याज	120,06,988 55		(ङ) यह राशि 5- 6	
		सरकार को दी गई फीस	1 21,282.75		वर्षीय डाकघर सावधि	
		5 वर्षीय डाकघर सावधि	75,00,000 30		जमा में निवेश करने के	
		जमा में निवेश	1,96,28 271 30		लिए निधि प्राप्ति कारिरा	
					से प्राप्त होने की घातक है।	

1	2	3	4	5	6
			रु.	रु.	रु.
7. पुस्तकालय विज्ञान के लिए शास्त्री रंगाभाषन प्रक्षय निधि	निधि की प्रबन्ध समिति	5 वर्षीय डाकघर सावधि जमा	10,00,000.00	10,00,000.00	81,759.45
8. बेहूराबुन स्थित ग्यल्क ग्रंथ प्रशिक्षण केंद्र की वानुबाई बीरबजी कांगा प्रशिक्षणार्थी कल्याण निधि	निदेशक, राष्ट्रीय ग्रंथ संस्थान बेहूराबुन	5 वर्षीय डाकघर सावधि जमा	54,350.00	54,350.00	5,965.80
9. जंजा विवस निधि	जंजा विवस निधि की प्रबन्ध समिति				5,670.00
10. गुरु पीढ़ियों और अपंग सैनिकों के लिए विशेष सहायता निधि	प्रबन्ध समिति गुरु पीढ़ियों और अपंग सैनिकों के लिए विशेष सहायता निधि	5 वर्षीय डाकघर सावधि जमा	2,00,00,000.00	2,00,00,000.00	23,66,125.00
11. महिलाओं व बच्चों के लिए लेडी हार्बिंग अस्पताल, दिल्ली निधि	प्रशासन बोर्ड लेडी हार्बिंग अनुविज्ञान महाविद्यालय तथा भीमती एम. के. अस्पताल	5 वर्षीय डाकघर सावधि जमा	1,02,650.00	1,02,650.00	12,144.15

7	8	9	10	11	12
रु.	रु.	रु.	रु.	रु.	
(क) 3,00,000.00	3,81,759.45	दिया गया ब्याज सरकार को बी गई फीस अन्य जमा	80,941.85 817.60 3,00,000.00 3,81,759.45	..	(ब) यह राशि प्राधि-कारियों से 5-वर्षीय डाकघर सावधि जमा में निवेश करने के लिए प्राप्त राशि की धोतक है। 7
	5,965.80	दिया गया ब्याज सरकार को बी गई फीस	5,906.15 59.65 5,965.80	..	8
(छ) 4,20,000.00	4,25,670.00	दिया गया ब्याज सरकार को बी गई फीस	5,613.30 56.70 5,670.00	4,20,000.00	कालम 8 में दिखाई गई ब्याज की रकम में कोत पर काटी गई आयकर और अधिभार की रकमें शामिल नहीं है। 9
	23,66,125.00	दिया गया ब्याज सरकार को बी गई फीस	23,42,463.75 23,661.25 23,66,125.00	..	(छ) यह वर्ष 1987-88 में 3 प्रतिशत रुपांतरण ऋण, 1946 की उम्मेदवार से प्राप्त राशि को निधि प्राधि-कारियों को वापस करने की धोतक है। 10
	12,144.15	दिया गया ब्याज सरकार को बी गई फीस	12,022.70 121.45 12,144.15	..	

1	2	3	4	5	6
			र.	र.	र.
12. राष्ट्रीय बाल निधि	निधि के न्यासियों का बोर्ड	5 वर्षीय डाकघर सावधि जमा	183,00,000.00	183,00,000.00	15,48,153.85
13. भारतीय भ्रमण महायत्ना	प्रबन्धक बोर्ड, नई दिल्ली	5 वर्षीय डाकघर सावधि जमा	32,78,400.00	32,78,400.00	44,258.00
14. यहूदी पुर्त अशय निधि	मूसा बोर्ड, कलकत्ता	5 वर्षीय डाकघर सावधि जमा	97,350.00	97,350.00	6,908.35
15. राष्ट्रीय कर्मचारी राहत निधि	राष्ट्रीय कर्मचारी राहत निधि बोर्ड वर्ष्गीकृत	5 वर्षीय डाकघर सावधि जमा	20,750.00	20,750.00	2,235.95
<hr/>					
7	8	9	10	11	12
र.	र.	र.	र.		
(ज) 50,00,000.00	65,48,153.85	बिया गया व्यय सरकार को दी गई फीस 5 वर्षीय डाकघर सावधि जमा में किया गया निवेश	15,32,672.35 15,481.50 50,00,000.00 ----- 65,48,153.85 -----	.. (ज) यह रकम 5 वर्षीय डाकघर सावधि जमा में जमा कराने के लिए निधि प्राधिकारियों से प्राप्त राशि की धोतक है।	12
(झ) 32,78,400.00	33,22,658.00	बिया गया व्यय सरकार को दी गई फीस 5 वर्षीय डाकघर सावधि जमा में जमा राशि	43,815.40 442.60 32,78,400.00 ----- 33,22,658.00 -----	.. (झ) यह 3 प्रतिशत रूपान्तरण ऋण, 1946 की उन्मोचन से प्राप्त राशि को 5-वर्षीय डाकघर सावधि जमा में पुनः निवेश किए जाने का धोतक है। कालम 6 में दिखाई गई व्यय की रकम में छोन पर काटे गए आयकर और अधिभार की रकम शामिल नहीं है।	13 14
(ञ) 38,000.00	44,908.35	बिया गया व्यय सरकार को दी गई फीस 5-वर्षीय डाकघर सावधि जमा में जमा राशि	6,839.25 69.10 38,000.00 ----- 44,908.35 -----	(ञ) यह 3 प्रतिशत रूपान्तरण ऋण, 1946 की उन्मोचन से प्राप्त राशि को 5-वर्षीय डाकघर सावधि जमा में पुनः निवेश किए जाने का धोतक है।	
(ट) 20,750.00	22,985.95	बिया गया व्यय सरकार को दी गई फीस 5-वर्षीय डाकघर सावधि जमा में जमा राशि	2,213.60 22.35 20,750.00 ----- 22,985.95 -----	(ट) यह 5 वर्षीय डाकघर सावधि जमा में जमा राशि के उन्मोचन से प्राप्त राशि को 5-वर्षीय डाकघर सावधि जमा में पुनः निवेश करने का धोतक है।	15

1	2	3	4	5	6
			रु.	रु.	रु.
16 राष्ट्रीय खिलाड़ी कल्याण निधि की सामान्य समिति	निधि की सामान्य समिति	5 वर्षीय डाकघर सावधि जमा	24,00,000 00	24,00,000 00	1,88,235.05
17 पूर्ववर्ष निधियों और उनके परिवारों की विशेष पुनर्निर्माण और पुनर्वास निधि	प्रशासक बोर्ड	5 वर्षीय डाकघर सावधि जमा	1,33,350 00	1,33,350.00	14,369.30
18 युद्धोत्तर सेवानिवृत्त पुनर्निर्माण निधि	प्रशासक बोर्ड	5 वर्षीय डाकघर सावधि जमा	17,350.00	17,350 00	1,869 55
19 राष्ट्रीय अयोग कल्याण निधि	प्रशासक बोर्ड	5 वर्षीय डाकघर सावधि जमा	1,00,000.00	1,00,000.00	11,830 65
7	8	9	10	11	12
(क) 8,00,000.00	9,88,235.05	दिया गया ब्याज सरकार को दी गई फीस 5 वर्षीय डाकघर सावधि जमा	1,86,352 70 1,882.35 8,00,000.00 9,88,235.05	(ख) यह रकम 5 वर्षीय डाकघर सावधि जमा में जमा कराने के लिए निधि प्राधिकारियों से प्राप्त राशि है।	16
	14,369.30	दिया गया ब्याज सरकार को दी गई फीस	14,225.60 143.70 14,369.30		17
	1,869 55	दिया गया ब्याज सरकार को दी गई फीस	1,850.85 18.70 1,869 55		18
	11,830 60	दिया गया ब्याज सरकार को दी गई फीस	11,712.30 118 30 11,830 60		19
महाराष्ट्र					
1	2	3	3	5	6
1. भारतीय विज्ञान संस्थान (बंगलौर की संपत्तियाँ)	भारतीय विज्ञान परिषद् संस्थान, बंगलौर	5 वर्षीय डाकघर सावधि जमा	2,150 00	2,150 00	254 35
2. भारतीय विज्ञान संस्थान (बम्बई की संपत्तियाँ)	भारतीय विज्ञान परिषद् संस्थान, बंगलौर	5-1/2 प्रतिशत ऋण 2,000 (पुस्तकें) 5 वर्षीय डाकघर सावधि जमा	1,40,300 00 10,91,300 00	12,31,600 00	10,552 65
7	8	9	10	11	12
रु.	रु.		रु.	रु.	
(क) 17.00	271 35	दिया गया ब्याज सरकार को दी गई फीस	251 81 2 54 254 35	17 00	(ख) यह अथर्वशेष का घोतक है।
(क) 10,22,827 02	10,53,379 67	दिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से आयकर कटौतियाँ अन्य अदायगियाँ	27,941 41 305 24 3,840 00 10,22,800 00 10,53,352 65	27 02	(ख) 3 प्रतिशत स्थान- वर्ण ऋण 1946 की संपत्ति राशि और वापस अदायगी की 10,22,800 00 रकम की प्राप्ति का 5 वर्षीय डाकघर सावधि जमा में पुनर्निवेश कर दिया गया है।

1	2	3	4	5	6
			रु.	रु.	रु.
3. कराची के फकीर जी कोवामजी की छात्रवृत्ति निधि	कलान अर्थशिक्षण पोत "ए जेन्द्र" न्यू फेर हार्फ के सामने बम्बई-9	5-वर्षीय डाकघर सावधि जमा	60,000.00	60,000.00	900.00
4. चेटफोल्ड स्मारक पुरस्कार निधि	1. प्रिंसिपल पुरुष प्रशिक्षण महाविद्यालय, पूना 2. प्रिंसिपल पुरुष प्रशिक्षण महाविद्यालय, धारवाड़ 3. प्रिंसिपल पुरुष प्रशिक्षण महाविद्यालय, अहमदाबाद	5-वर्षीय डाकघर सावधि जमा	200.00	200.00	3.00
5. गणेश बलवन्त लिमये छात्रवृत्ति निधि	शिक्षा निदेशक, महा राष्ट्र राज्य, पूणे	5-वर्षीय डाकघर सावधि जमा	56,000.00	56,000.00	840.00
6. सर विलियम पूरे स्मारक निधि	निवेशक, स्वस्थ सेवा, महा राष्ट्र राज्य, बम्बई	5-वर्षीय डाकघर सावधि जमा	1,100.00	1,100.00	16.50

7	8	9	10	11	12
रु.	रु.	रु.	रु.	रु.	
(क) 60,000.00	60,900.00	दिया गया व्यय सरकार को दी गई फीस अन्य अदायगियां	891.00 9.00 60,000.00 <hr/> 60,900.00	..	(क) यह 3 प्रतिशत रूपान्तरण अधून, 1946 की वापस अदायगी की प्राप्ति का 5-वर्षीय डाकघर सावधि जमा में पुनः निवेश करने का ध्येय है।
(ख) 289.09	292.09	अन्य अदायगियां	200.00 <hr/> 200.00	92.09	(ख) यह 89.09 रुपये की अवशेष और 3 प्रतिशत रूपान्तरण अधून 1946 की वापस अदायगी को 200.00 रु. की प्राप्ति का 5-वर्षीय डाकघर सावधि जमा में पुनः निवेश करने का ध्येय है।
(ग) 56,000.00	56,840.00	दिया गया व्यय सरकार को दी गई फीस 10 प्रतिशत की दर से आयकर कटौतियां अन्य अदायगियां	748.00 8.00 84.00 56,000.00 <hr/> 56,840.00	..	(ग) 3 प्रतिशत रूपान्तरण अधून 1946 की वापस अदायगी की प्राप्ति का 5-वर्षीय डाकघर सावधि जमा में पुनः निवेश कर दिया गया है।
(घ) 1,100.00	1,116.50	दिया गया व्यय सरकार को दी गई फीस 10 प्रतिशत की दर से आयकर कटौतियां अन्य अदायगियां	140.50 .. 2.00 1,100.00 <hr/> 1,116.50	..	(घ) 3 प्रतिशत रूपान्तरण अधून, 1946 की वापस अदायगी की प्राप्ति का 5-वर्षीय डाकघर सावधि जमा में पुनः निवेश कर दिया गया है।

1	2	3	4	5	6
			रु.	रु.	रु.
7. बम्बई प्रेसीडेंसी में मुसलमानों में शिक्षा को प्रोत्साहन देने के लिए काजी शाहाबुद्दीन अक्षय निधि	शिक्षा निदेशक, महाराष्ट्र राज्य, पूणे	5-वर्षीय डाकघर सावधि जमा	1,50,400.00	1,50,400.00	2,729.05
8. अंग्रेजी में एस.एस.सी. परीक्षा संबंधी पुरस्कार निधि	शिक्षा निदेशक, महाराष्ट्र राज्य, पूणे	5-वर्षीय डाकघर सावधि जमा	3,400.00	3,400.00	360.90
9. कृषि और शिक्षा संबंधी प्रयोजनों के लिए सर सेलून डेविड न्यास निधि	कृषि और सहकारिता विभाग, महाराष्ट्र सरकार, बम्बई के सचिव की मार्फत निधि का ग्यासी बोर्ड	5-वर्षीय डाकघर सावधि जमा	7,51,100.00	7,51,100.00	88,859.30
10. बम्बई राज्य परिविक्षा और अनुरक्षण निधि	अध्यक्ष, बम्बई राज्य परिविक्षा और अनुरक्षण संस्था, बी.आई.टी. ब्लॉक संख्या, 33, किंग्स सर्किल मार्ग, बम्बई-19	5-वर्षीय डाकघर सावधि जमा	21,000.00	21,000.00	1,761.30
7	8	9	10	11	12
रु.	रु.		रु.		
(घ) 1,50,400.00	1,53,129.05	दिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से भ्रायकर कटौतियां अन्य भ्रवायगियां	2,483.05 28.00 218.00 1,50,400.00 1,53,129.05	.. (घ) 3 प्रतिशत रूपान्तरण ऋण, 1946 की वापसी भ्रवायगी की प्राप्तियों का 5- वर्षीय डाकघर सावधि जमा में पुनः निवेश और इसका 5 वर्षीय डाकघर सावधि जमा में पुनः निवेश कर दिया गया है।	7
(घ) 400.00	760.90	अन्य भ्रवायगियां दिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से भ्रायकर कटौतियां	400.00 351.35 8.55 1.00 760.90	.. (घ) 3 प्रतिशत रूपान्तरण ऋण, 1946 की वापसी-भ्रवायगी की प्राप्तियों का 5 वर्षीय डाकघर सावधि जमा में पुनः निवेश कर दिया गया है।	8
—	88,859.80	दिया गया ब्याज सरकार को दी गई फीस	87,970.80 889.00 88,859.80	..	9
(घ) 7,000.00	8,761.30	दिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से भ्रायकर की कटौतियां अन्य भ्रवायगियां	1,733.74 17.56 10.00 7,000.00 8,761.30	(घ) 3 प्रतिशत रूपान्तरण ऋण, 1946 की वापसी-भ्रवायगी की प्राप्तियों का 5 वर्षीय डाकघर सावधि जमा में पुनः निवेश कर दिया गया है।	10

1	2	3	4	5	6
11. भारतीय इम्पोर्ट्स सहायता (छात्रवृत्ति) निधि	शिक्षा-निवेशक, महाराष्ट्र राज्य, पूणे	5-वर्षीय छात्रवृत्ति सावधि जमा	रु. 25,200 00	रु. 25,200 00	रु. 378.00
12. सावित्री बाई फुले राब उपलब्ध छात्रवृत्ति निधि	-तदैव-	5-वर्षीय छात्रवृत्ति सावधि जमा	12,800.00	12,800.00	192.00
13. बम्बई प्रदेश कृषि प्रदर्शनी निधि	कृषि निवेशक, महाराष्ट्र राज्य, पूणे	5 वर्षीय छात्रवृत्ति सावधि जमा 7 वर्षीय अल्प वयत बांड	4,16,000 00 } 2,000.00 }	4,18,000 00	6,240.00
14. डा. रामचन्द्र शिवाजी पोरबी छात्रवृत्ति निधि	शिक्षा निवेशक, महाराष्ट्र राज्य, पूणे	5 वर्षीय छात्रवृत्ति सावधि जमा	11,100 00	11,100 00	166 50

7	8	9	10	11	12
रु०	रु०	रु०	रु०		
(न) 25,200.00	25,578.00	दिया गया ब्याज सरकार को बी गई फीस 10 प्रतिशत की दर से प्रायकर कटौतियां अन्य अदायगियां	336.00 4.00 38.00 25,200.00 25,578.00	--- (न) 3 प्रतिशत रूपांतरण अधिनियम 1946 की बापसी-प्रशसनी को प्राप्तियों का 5 वर्षीय छात्रवृत्ति सावधि जमा में पुनः निवेश कर दिया गया है।	11
(प) 12,800.00	12,992.00	दिया गया ब्याज सरकार को बी गई फीस 10 प्रतिशत की दर से प्रायकर कटौतियां अन्य अदायगियां	171.00 2.84 19.00 12,800.00 12,992.00	--- (प) 3 प्रतिशत रूपांतरण अधिनियम 1946 की बापसी-प्रशसनी को प्राप्तियों का 5 वर्षीय छात्रवृत्ति सावधि जमा में पुनः निवेश कर दिया गया है।	12
(फ) 4,16,000.00	4,22,240.00	दिया गया ब्याज सरकार को बी गई फीस 10 प्रतिशत की दर से प्रायकर की कटौतियां अन्य अदायगियां	5,554.00 62.00 624.00 4,16,000.00 4,22,240.00	--- (फ) 3 प्रतिशत रूपांतरण अधिनियम 1946 की बापसी-प्रशसनी की प्राप्तियों का 5 वर्षीय छात्रवृत्ति सावधि जमा में पुनः निवेश कर दिया गया है।	13
(ब) 11,100.00	11,266.50	दिया गया ब्याज सरकार को बी गई फीस 10 प्रतिशत की दर से प्रायकर की कटौतियां अन्य अदायगियां	147.50 2.00 17.00 11,100.00 11,266.50	--- (ब) 3 प्रतिशत रूपांतरण अधिनियम 1946 की बापसी-प्रशसनी की प्राप्तियों का 5-वर्षीय छात्रवृत्ति सावधि जमा में पुनः निवेश कर दिया गया है।	14

1	2	3	4	5	6
15. सर कुसरो बाडिया न्यास निधि	निधि के शासी निकाय के अध्यक्ष द्वारा सचिव कृषि मन्त्रालय विभाग महाराष्ट्र सरकार बम्बई	5-वर्षीय ङाकघर सावधि जमा	12,94,200 00	12,94,200.00	38,826 00
16 युद्धोपरान्त सैन्य पुनर्निर्माण निधि (राजस्थान घंश)	निधि सचिव द्वारा मन्त्रालय राज्य एम०एम० तथा ए० बोर्ड पुणे	5 वर्षीय ङाकघर सावधि जमा	11,100 00	11,100.00	1,121 70
17 भारतीय वाणिज्य नाविकों के लिए युद्ध स्मारक निधि 1947	इंडियन सेलर्स होम सोमा-यटी की प्रबन्ध समिति, मस्जिद बन्दर साहबिग रोड बम्बई	5-वर्षीय ङाकघर सावधि जमा	21,32,900 00	21,32,900.00	31,993 50

7	8	9	10	11	12
रु०	रु०	रु०	रु०	रु०	रु०
(म) 12,94,242.00	13,33,068 00	दिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से आयकर की कटौतियां अन्य अदायगियां	34,555 00 388 00 3,883.00 12,94.200.00 13,33,026.00	42.00	(म) यह रकम 42.00 रु० की अवशेष राशि की धोतक है और 3% रुमान्तरण श्रृण, 1946 को वापसी अदायगी की प्राप्ति-यों का 5-वर्षीय ङाकघर सावधि जमा में पुनः निवेश कर दिया गया है।
(म) 1,235.00	2,356.70	दिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से आयकर की कटौतियां अन्य अदायगियां	1,108.70 11.00 2.00 1,200.00 2,321.70	35.00	(म) यह रकम 35.00 रु० की अवशेष की राशि की धोतक है और 3 प्रतिशत रुमान्तरण श्रृण, 1946 का वापस-भरावा को प्राप्ति-यों का 5-वर्षीय ङाकघर सावधि जमा में पुनः निवेश कर दिया गया है।
(य) 21,32,900.00	21,64,893.50	दिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से आयकर की कटौतियां अन्य अदायगियां	28,474.50 320.00 3,199.00 21,32,900.00 21,64,893.50		(य) 3 प्रतिशत रुमान्तरण श्रृण 1946 की वापस-प्रदायगी की प्राप्ति-यों का 5-वर्षीय ङाकघर सावधि जमा में पुनः निवेश कर दिया गया है।

1	2	3	4	5	6
रु०	रु०	रु०	रु०	रु०	रु०
18 होमी जेठवा विजयश्री- श्रीद निधि (राजस्थान अण)	निधि सचिव, द्वारा मण- राष्ट्र राज्य एम्प्लॉय- मन्ता ए० सीई पूणे 1	5 वर्षीय डाकघर सावधि जमा 5-3/4 प्रतिशत ऋण 2003	1 200 00 } 100 00 }	1,300 00	15 06
19 एल०बी० सडके पुरस्कार निधि	शिक्षा निदेशक महाराष्ट्र राज्य पूणे	5 वर्षीय उत्तम सावधि जमा	1,600 00	1 600 00	21 00
20 कुमारी मणिकबाई शिन्दे पुरस्कार निधि	शिक्षा निदेशक महाराष्ट्र राज्य पूणे 1	5 वर्षीय डाकघर सावधि जमा	1,000 00	1 000 00	6 25
21 मराठा युद्ध स्मारक निधि	मराठा युद्ध स्मारक निधि के अध्यक्ष सचिव, मराठा लाइट इन्फेन्ट्री रेजीमेंट बेरगाव	5-1/2 प्रतिशत ऋण 2000 (पुराना) 5 वर्षीय डाकघर सावधि जमा	9 100 00 } 3,26 200 00 }	3 35,300 00	39 092 00
7	8	9	10	11	12
रु०	रु०	रु०	रु०		
(कक) 804 00	869 06	दिया गया भ्राज सरकार को दी गई फीस अन्य अदायगी 865 06	64 06 1 00 900 00 865 06	(कक) यह रकम 4 00 रु० की प्रत्येक की राशि की हाथ है और 3 प्रतिशत ब्याज ऋण 1946 की आपस अदायगी की प्राप्ति का 5- वर्षीय डाकघर सावधि जमा से पुन निवेश कर दिया गया है।	18
(खख) 1 600 09	1 624 00	दिया गया भ्राज 10 प्रतिशत की दर से आयकर की कटौ- तिया अन्य अदायगी 1,600 00 1 611 00	22 00 2 00 1,600 00 1 611 00	(खख) 3 प्रतिशत ब्याज 1946 की वासी- अदायगी की प्राप्ति या का 5-वर्षीय डाकघर सावधि जमा से पुन निवेश कर दिया गया है।	19
(गग) 1 000 00	1 000 25	दिया गया भ्राज सरकार को दी गई फीस अन्य अदायगी 1 000 25	6 19 0 06 1 000 00 1 000 25	(गग) 3 प्रतिशत ब्याज 1946 की वासी- अदायगी की प्राप्ति या का 5-वर्षीय डाकघर सावधि जमा से पुन निवेश कर दिया गया है।	20
	39 092 00	दिया गया भ्राज सरकार को दी गई फीस 10 प्रतिशत की दर से आपस अदायगी 39 092 00	39 650 59 391.4 51.11 39 092 00		21

1	2	3	4	5	6
		रु०	रु०	रु०	
22. सर एम० पी० जोशी प्रिमियल फंड कॉलेज पुणे व्याम निधि	5-वर्षीय डाकघर सावधि जमा	12,800.00	13,300.00	220.74	
	5-3/4 प्रतिशत ऋण 2002	500.00			
23. कुमारी बंनार्क स्मारक भारत की नारियों की स्त्री- उपवर्ग निधि	5-वर्षीय डाकघर सावधि जमा	11,000.00	11,000.00	165.00	
	रोग चिकित्सा सहायता तथा शिक्षा प्रदान करने वाली राष्ट्रीय संस्था की बम्बई शाखा के अध्यक्ष द्वारा श्री धार० एन० भावतगरी, एम० बी० बिल्लमोरिया एंड कम्पनी चार्टर्ड एकाउन्- टेन्ट, 113 महात्मा गांधी रोड, बम्बई-1				
24. बरजोरजी मानेकजी सुना रिया पुरस्कार निधि	5-वर्षीय डाकघर सावधि जमा	2,000.00	2,000.00	30.00	
25. कैम्पबेल स्मारक पदक निधि	5-वर्षीय डाकघर सावधि जमा	4,900.00	4,900.00	578.70	
	एशियाटिक सोसायटी की बम्बई शाखा की प्रबन्ध समिति टाउन हाल बम्बई-1				

7	8	9	10	11	12
रु०	रु०	रु०	रु०		
(घष) 12,800.00	13,020.74	दिया गया व्यय सरकार को दी गई फीस 10 प्रतिशत की दर से आयकर की कटौतियां अन्य अदायगियां	197.60 2.14 21.00 12,800.00 13,020.74	(घष) 3 प्रतिशत रुपांतरण ऋण, 1946 की वापसी- अदायगी की प्राप्ति- यों का 5-वर्षीय डाकघर सावधि जमा में पुनः निवेश कर दिया गया है।	22
(ङङ) 11,000.00	11,165.00	दिया गया व्यय सरकार को दी गई फीस 10 प्रतिशत की दर से आयकर की कटौतियां अन्य अदायगियां	146.00 2.00 17.00 11,000.00 11,165.00	(ङ.ङ.) 3 प्रतिशत रुपांतरण ऋण, 1946 की वापसी- अदायगी की प्राप्ति- यों का 5-वर्षीय डाकघर सावधि जमा में पुनः निवेश कर दिया गया है।	23
(चच) 2,000.00	2,030.00	दिया गया व्यय 10 प्रतिशत की दर से आयकर की कटौतियां अन्य अदायगियां	27.00 3.00 2,000.00 2,030.00	(चच) 3 प्रतिशत रुपांतरण ऋण, 1946 की वापसी- अदायगी की प्राप्ति- यों का 5-वर्षीय डाकघर सावधि जमा में पुनः निवेश कर दिया गया है।	24
	578.70	दिया गया व्यय सरकार को दी गई फीस	572.70 6.00 578.70		25

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			₹०	₹०	₹०
28. सर जमसेवजी जे जी भाई पारसी हितकारी संस्था	सचिव, सर जे.जे.पी.बी. संख्या 209 डा. दावा साई नीरोजी रोड, फोर्ट बम्बई-1	13 स्टेट बैंक के शेयर	1,300.00	18,61,350.00	2,13,244.10
		4-3/4 प्रतिशत ऋण 1989	500.00		
		5-वर्षीय ऋकबर सावधि जमा	18,19,150.00		
		5-1/2 प्रतिशत ऋण 1999	10,500.00		
		5-3/4 प्रतिशत ऋण 2002	3,400.00		
		6 प्रतिशत ऋण 1998	11,300.00		
		8-3/4 प्रतिशत ऋण 2003	15,200.00		

7	8	9	10	11	12
₹०	₹०	₹०	₹०		
(छफ) 3,61,634.08	5,74,878.98	दिया गया ऋण सरकार को दो गई फीस ग्रन्थ धरायनियां 10 प्रतिशतकी दर से ऋणकर की कटौतियां	2,10,804.70 2,133.40 3,61,600.00 300.00 5,74,844.10	6,930.88	(छफ) 26 (1) 3 प्रतिशत ऋण 1896-97 की 6,900 ₹० (2) 5 वर्षीय ऋक- बर सावधि जमा की 2,97,200 ₹० (3) 39,000 ₹० (4) 9,000 ₹० (5) 9,400 ₹० की वापसी धरायगी की राशि और और भारतीय स्टेट बैंक के 13 साधा- रण शेयरों पर राइट पेशकस की बिक्री से हुई 104 ₹० की प्राप्तियों में से 100 ₹० की राशि का 5 वर्षीय ऋकबर सावधि जमा में पुनः निवेश कर दिया गया है।

1	2	3	4	5	6	7
			रु०	रु०		
27. महिला चिकित्सा सहायता देने और भारतीय महिलाओं की हिंसायते देने के लिए नेशनल एंथोसि-ऐशन की बम्बई शाखा	नेशनल एंथोसि-ऐशन की बम्बई शाखा के कोषा-ध्यक्ष, मार्फत श्री भार० एन. भावनगरी एस. सी० बिल्डीमोरिया एंड कं. 113 एम० जी० रोड, बम्बई-1	5-वर्षीय डाकघर सावधि जमा	2,48,100.00	2,48,100.00		8,504.20
28. रुस्तमजी जमशेवजी जे०जी० भाई गुजराती विद्यालय निधि	मन्चिव सर, जे०जे० पारसी हितवादी संस्था, 209 डा० दादाभाई नौरोजी रोड, फोर्ट बम्बई-19	5-वर्षीय डाकघर सावधि जमा	72,000.00	72,000.00		1,080.00

7	8	9	10	11	12
रु०	रु०	रु०	रु०		
(जज) 2,48,100.00	2,54,604.20	दिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से आय-कर की कटौतियां अन्य अदायगियां	6,112.20 65.00 327.00 2,48,100.00 <u>2,54,604.20</u>	(जज) 3 प्रतिशत रुपान्तरण, ऋण, 1946 और 5 वर्षीय डाकघर सावधि जमा की वापसी-अदायगी से प्राप्त क्रमशः 2,18,100 रु० और 30,000 रु० की राशि का 5-वर्षीय डाकघर सावधि जमा में पुनः निवेश कर दिया गया है।	27
(भाज) 72,000.00	73,080.00	दिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से आयकर की कटौतियां अन्य अदायगियां	961.00 11.00 108.00 72,000.00 <u>73,080.00</u>	(भाज) 3 प्रतिशत रुपान्तरण ऋण, 1946 की वापसी-अदायगी की 72,000 रुपए की प्राप्तियों का 5-वर्षीय डाकघर सावधि जमा में पुनः निवेश कर दिया गया है।	28

1	2	3	4	5	6
			रु	रु	रु
29. भूतपूर्व संगली राज्य शिक्षा निदेशक, महाराष्ट्र, द्वारा रखी गई बिग एडवर्ड स्मारक निधि	शिक्षा निदेशक, राज्य पुणे	5-वर्षीय डाकघर सावधि जमा	50,300.00	50 300 00	744.00
30. सी०पी० श्रीर बरार क्रिग एडवर्ड स्मारक समिति निधि	सचिव, शासी निकाय क्रिग एडवर्ड स्मारक समिति, नागपुर	5-वर्षीय डाकघर सावधि जमा	4,47,700.00	4,47,700 00	25,753.90
31. सी०पी० कृषि और उद्योग सुधार निधि	सचिव, शासी निकाय कृषि और उद्योग नागपुर	5-वर्षीय डाकघर सावधि जमा	1,29,900 00	1,29,900.00	2,495.75
7	8	9	10	11	12
रु०	रु०		रु०	रु०	
(अ) 50,300.00	51,044.00	दिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से आयकर की कटौतियां अन्य अदायगियां	662.92 7 08 74.00 50,300.00 51,044 00		(अ) 3 प्रतिशत ऋण, 1896-97 और 3 प्रतिशत रूपांतरण ऋण 1946 की वापसी अदायगी से प्राप्त क्रमशः 1200 रुपए और 49.00 रुपए की राशि का 5-वर्षीय डाकघर सावधि जमा से पुन निवेश कर दिया गया है।
(ट) 2,61,800.00	2,87,553 90	दिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से आयकर की कटौतियां अन्य अदायगियां	25,132.71 257 19 364.00 2,61,800 00 2,87,553 90	..	(ट) 3 प्रतिशत 1896-97 और 3 प्रतिशत रूपांतरण, ऋण 1946 की वापसी-अदायगी से प्राप्त क्रमशः 19,000 रुपए और 2,42,800 रुपए की राशि का 5-वर्षीय डाकघर सावधि जमा से पुन निवेश कर दिया गया है।
(ठ) 1,29,900 00	1,32,395.75	दिया गया ब्याज - सरकार को दी गई फीस 10 प्रतिशत की दर से आयकर की कटौतियां अन्य अदायगियां	2,284.75 25 00 186.00 1,29,900.00 1,32,395 75	..	(ठ) 3 प्रतिशत रूपांतरण ऋण, 1946 की वापसी-अदायगी से प्राप्त 1,24,000 रुपए और 5-वर्षीय डाकघर सावधि जमा की वापसी-अदायगी से प्राप्त 5,900 रुपए की राशि का 5-वर्षीय डाकघर सावधि जमा से पुन निवेश कर दिया गया है।

1	2	3	4	5	6
			₹०	₹०	₹०
32 एन एन गार्डिनर स्मारक छात्रवृत्ति निधि	नागपुर का विभाग	5 वर्षीय डाकघर साबधि जमा	4,200.00	4,200.00	455.55
33. सीमागवती कुण्डवार्डे बालकृष्ण सूले पुरस्कार निधि	प्रशासक की नियुक्ति विभागा, मध्य प्रदेश के पास विचाराधीन है।	5 वर्षीय डाकघर साबधि जमा	200.00	200.00	23.67
34. रायबहादुर बन्धुजी अना-र्यन मीसेल पुरस्कार	-तदैव-	5-वर्षीय डाकघर साबधि जमा	900.00	900.00	106.48
35 ब्राउनिंग छात्रवृत्ति और ब्राउनिंग शिक्षक छात्र-वृत्ति निधि	कलकट्टर, नागपुर	5-वर्षीय डाकघर साबधि जमा	13,800.00	13,800.00	411.05

(7)	(8)	(9)	(10)	(11)	12
₹०	₹०		₹०	₹०	
(बब) 400.00	855.55	दिया गया ब्याज सरकार को बी गई फीस 10 प्रतिशत की दर से आयकर की कटौतियां अन्य अदायगियां	449.55 5.00 1.00 400.00 855.55	(बब) 3 प्रतिशत रूपांतरण ऋण, 1948 की वापसी-अदायगी से प्राप्त 400 रुपए की राशि का 5-वर्षीय डाकघर साबधि जमा में पुनः निवेश कर दिया गया है।	32
(बब) 90.06	113.73	दिया गया ब्याज सरकार को बी गई फीस	..	(बब) यह रकम अय-शेष की होती है।	33
(गण) 415.36	521.84	दिया गया ब्याज सरकार का बी गई फीस	.. 1.00 1.00	(गण) यह रकम अय-शेष की होती है।	34
(तत) 13,800.00	14,211.05	दिया गया ब्याज सरकार को बी गई फीस 10 प्रतिशत की दर से आयकर की कटौतियां अन्य अदायगियां	390.05 4.00 17.00 13,800.00 14,211.05	(तत) 3 प्रतिशत रूपांतरण ऋण, 1948 की वापसी-अदायगी से प्राप्त 11,600 ₹० की राशि और 3 वर्षीय डाकघर साबधि जमा से प्राप्त 2200 रुपए की राशि का 5-वर्षीय डाकघर साबधि जमा में पुनः निवेश कर दिया गया है।	35

36. जार्ज पुरस्कार निधि	वनसंरक्षक, उत्तरी चम्पूर सकिल, चम्पूर	5-वर्षीय डाकघर सावधि जमा	1,200.00	1,200.00	36.00
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(7)	(8)	(9)	(10)	(11)	(12)
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रु०	रु०	रु०	रु०		
(वध) 2,391.05	2,427.05	दिया गया ध्याज	1,223.05	(वध) यह ध्याज 1191.05	36
3 प्रतिगत ऋण, 1896-97		सरकार को दी गई फीस		रु० की अवशेष को	
और 3 प्रतिगत रुपान्तरण		10 प्रतिगत की दर से	4.00	घोतक है और 3	
ऋण, 1946 की वापसी-		आपकर की कटौतियाँ		प्रतिगत रुपान्तरण	
अदायगी से प्राप्त जमा		अथ अदायगियाँ	120.00	ऋण, 1946 की	
19,000 रु० और				वापसी-अदायगी से	
2,42,800 रु० की राशि			1304.00	प्राप्त 1200 रुप० की राशि	
का 5-वर्षीय डाकघर सावधि				का 5-वर्षीय डाक-	
जमा में पुनः निवेश कर दिया				घर सावधि जमा	
गया है।				में पुनः निवेश कर	
				दिया गया है।	

(1)	(2)	(3)	(4)	(5)	(6)
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समिलनाहू			रु०	रु०	रु०
1. त्रिकोटिया जयशंका छात्र- वृत्ति अक्षय निधि, मंगलौर	एक समिति जिसके सदस्य हैं	5-वर्षीय डाकघर सावधि जमा	35,400.00	35,400.00	531.00
बोर्ड के अध्यक्ष	1. दक्षिण कनारा के जिला न्यायाधीश				
	2. दक्षिण कनारा के जिला बोर्ड के अध्यक्ष				
	3. मंगलौर नगर परिषद् के सभापति, और				
	4. दक्षिण कनारा के जिला शिक्षा अधिकारी और				
	दक्षिण कनारा के जिला अधिकारी अध्यक्ष के रूप में				

(7)	(8)	(9)	(10)	(11)	(12)
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रु०	रु०	रु०	रु०		
(वध) 2,178.74	2,704.74	दिया गया ध्याज	1,200.00	(वध) यह ध्याज है:	1
		सरकार को दी गई फीस	5.31	अवशेष	1938.74
				अथ प्राप्तियाँ	240.00
			1,205.31		2,178.74

(1)	(2)	(3)	(4)	(5)	(6)
			₹०	₹०	₹०
2. जाना महिला रईया वेदटी कालेज शिक्षा निवेशक कालेजिएट छात्रवृत्ति निधि मद्रास	कालेज शिक्षा निवेशक मद्रास	5-वर्षीय डाकघर सावधि जमा 6-3/4 प्रतिशत तमिलनाडु ऋण 1992 6-1/2 प्रतिशत तमिलनाडु ऋण 1989 5-3/4 प्रतिशत ऋण 2001 7-1/2 प्रतिशत भारत सरकार ऋण 2010	45,400 00 3,200 00 400 00 2,700 00 9,200 00	60,900 00	3,00 2 19
3. धिया स्मारक अक्षय निधि मद्रास	विद्यालय शिक्षा निवेशक मद्रास और जिलाधिश, मद्रास	5-वर्षीय डाकघर सावधि जमा 7 प्रतिशत भारत सरकार ऋण 2010	12,600 00 2,600 00	15,200 00	466 05
4. जे०एम० बोर्न स्मारक अक्षय निधि मद्रास	दक्षिण रेलवे के मुख्य अधि- यन्ता, मद्रास	5-वर्षीय डाकघर सावधि जमा 7-1/2 प्रतिशत भारत सरकार ऋण 2010	1,600 00 1,200 00	2,800 00	226 60
(7)	(8)	(8)	(10)	(11)	12
₹०	₹०	₹०	₹०		
(घघ) 4,968 00	7 970 99	दिया गया ब्याज सरकार को दी गई फीस	7,940 97 30 02 30 02	(घघ) यह खोतक है, अथशेष आयकर की वापसी	2 4741 80 227 00 4,968 00
(नन) 4,301 22	4 767 27	दिया गया ब्याज सरकार को दी गई फीस	4 762 61 4 66 4 66	(नन) यह रकम खोतक है अथशेष आयकर की वापसी	3 4,261 22 40 00 4 301 22
(पप) 737 84	964 49	दिया गया ब्याज सरकार को दी गई फीस	175 00 2 26 177 26	(पप) यह रकम खोतक है अथशेष आयकर की वापसी	4 704 84 33 00 737 84
				कालम 6 में दी गई रकम में खोत पर काटी गई आयकर और अधिभार की रकम शामिल नहीं है।	

(1)	(2)	(3)	(4)	(5)	(6)
मध्य प्रदेश			रु०	रु०	रु०
1. नबाब मुल्तात जहा बेगम शिक्षा असाय निधि, भोपाल	गवर्नर बोर्ड जिसमें निम्न-लिखित सदस्य हैं: 1946 1 महामान्य सिकन्दर सोलत इकितखार-उलमुख नबाब मुहम्मद हमीदुल्ला खां 2 श्री महावीर प्रमार वर्मा, भूतपूर्व न्यायाधीश, उच्च न्यायालय, भोपाल 3 श्री मुहम्मद अहमद अन्सारी, भूतपूर्व न्यायाधीश, उच्च न्यायालय, भोपाल 4 कर्नल यामीनुलमुल्क नबाब जादा खीदुज फरखा बहादुर और 5. गुदमिदुल हंशाअली कादिर श्री शैयब माशूक अली महामान्य नबाब भोपाल के सफेखात विभाग के सचिव	3 प्रतिशत हफान्तरण ऋण 1946 भारतीय यूनिट ट्रस्ट में 3820 यूनिट	9,24 100 } 3,82 000 00 }	13,06,400.00	54,499 00
2 रामचन्द्र डाकुर पुरस्कार निधि	सचिव, माध्यमिक शिक्षा बोर्ड मध्य प्रदेश, भोपाल	3 प्रतिशत हफान्तरण ऋण 1946	500 00	500 00	6 50

(7)	(8)	(9)	(10)	(11)	(12)
(क) 9,24,489 18	9,78,988 18	दिया गया ब्याज सरकार को दी गई फीस 53,835.09 663 91 78,407.00	9,24,489 18	(क) यह 4 प्रतिशत एम०पी० ऋण 1971 की खर्च न की गई 89.18 रु० की अग्रशेष राशि और 3 प्रतिशत हफान्तरण ऋण 1946 की बापसी-प्रदायगी से प्राप्त 9,24,400 रुपए की राशि की श्रोतक है। कालम 6 में दिखाई गई ब्याज की रकम में श्रोत पर काटी गई आयकर और अधिभार की रकम शामिल नहीं है।	1
(ब) 500.00	506.50	दिया गया ब्याज सरकार को दी गई फीस 6.42 0 08 6 50	500 00	(ब) यह 3 प्रतिशत हफान्तरण ऋण, 1946 की बापसी प्रदायगी से प्राप्त 8,300 00 रु० की श्रोतक है। कालम 6 में दिखाई गई ब्याज की रकम में श्रोत पर काटी गई आयकर और अधिभार की रकम में शामिल नहीं है	2

(1)	(2)	(3)	(4)	(5)	(6)
			₹०	₹०	₹०
3. हाजिग पक्क मिथि	लोक शिक्षा निदेशक, मध्य प्रदेश भोपाल	3 प्रतिशत रुपान्तरण ऋण, 1946	2,100 00	2 100.00	28.50
4. महसू और स्पेस रजत पक्क मिथि	जिला शिक्षा अधिकारी, बिलासपुर	8-3/4 प्रतिशत मध्य प्रदेश एस०डी० ऋण, 2000	500.00	500.00	38.80
5. पंडित श्रीम शंकर गंगाशंकर मुख्य कार्यकारी अधिकारी ठाकुर छात्रवृत्ति मिथि	जयपूर समा, बमोह	3 प्रतिशत रुपान्तरण ऋण, 1946	7,100.00	7,100.00	95.30

(7)	(8)	(9)	(10)	(11)	(12)
(मम) 2,100.00	2,128 50	दिया गया ब्याज सरकार को दी गई कीमत	28.18 0.32 <hr/> 28.50	2,100 00	(मम) यह 3% रुपान्तरण ऋण, 1946 की वापसी अदायगी से प्राप्त 8,300.00 ₹. की छोतक है। कालम 8 में दिखाई गई ब्याज की रकम में छोट पर काटी गई आयकर और अधिभार की रकम शामिल नहीं है।
(मम) 95.72	134.52	दिया गया ब्याज सरकार को दी गई फीस	38.36 0.44 <hr/> 38.80	95 72	(मम) यह रकम 4 प्रतिशत रुपान्तरण ऋण, 1971 की खर्च न की गई अवशेष राशि की छोतक है। कालम 8 में दिखाई गई ब्याज की रकम में छोट पर काटी गई आयकर और अधिभार की रकम शामिल नहीं है।
(मम) 7,100 00	7,195.50	दिया गया ब्याज सरकार को दी गई फीस	94 43 1.07 <hr/> 95 50	7,100.00	(मम) यह 3 प्रतिशत रुपान्तरण ऋण, 1946 की वापसी अदायगी से प्राप्त 8,300 ₹० की राशि का छोतक है। कालम 8 में दिखाई गई ब्याज की रकम में छोट पर काटी गयी आयकर और अधि- भार की रकम शामिल नहीं है।

(1)	(2)	(3)	(4)	(5)	(6)
			₹०	₹०	₹०
6. रेवाणकर पंढरा हाई स्कूल मंडल शिक्षा अधिकारी, जयपुर	3 प्रतिशत रूपान्तरण ऋण, 1946		5,000.00	5,000.00	68.00
7. लक्ष्मीवार्दी छात्रवृत्ति निधि जिला शिक्षा अधिकारी, जयपुर	3 प्रतिशत रूपान्तरण ऋण, 1946		2,600.00	2,600.00	35.00
8. बुद्धवर्द्ध छात्रवृत्ति निधि प्रिन्सिपल, राजकुमार कालेज राजपुर	8-3/4 प्रतिशत मध्य प्रदेश एम०पी० ऋण, 2000	}	2,400.00	10,700.00	301.50
	3 प्रतिशत रूपान्तरण ऋण, 1946		8,300.00		

(7)	(8)	(9)	(10)	(11)	(12)
₹०	₹०	₹०	₹०		
(i) 5,000.00	5,068.00	विदा गया ब्याज सरकार को दी गई फीस	67.25 0.75 ----- 68.00	5,000.00	(i) यह 3 प्रतिशत रूपान्तरण ऋण, 1946 की वापसी-अदायगी से प्राप्त 8,300 ₹० की राशि को छोटक है। कालम 6 में दिखाई गई ब्याज की रकम में छोट पर काटो गई आयकर और अधिभार की रकम शामिल नहीं है।
(ii) 2,600.00	2,635.00	विदा गया ब्याज सरकार को दी गई फीस	34.61 0.39 ----- 35.00	..	(ii) यह 3 प्रतिशत रूपान्तरण ऋण, 1946 की वापसी-अदायगी से प्राप्त 8,300 ₹० की राशि को छोटक है। कालम 6 में दिखाई गई ब्याज की रकम में छोट पर काटो गयी आयकर और अधिभार की रकम शामिल नहीं है।
(iii) 8,344.63	8,646.13	विदा गया ब्याज सरकार को दी गई फीस	298.15 3.35 ----- 301.50	8,344.63	(iii) यह 4 प्रतिशत एम०पी० ऋण, 1971 की खर्च न की गई 44.63 रुपए की अधिशेष राशि और 3 प्रतिशत रूपान्तरण ऋण, 1946 की वापसी-अदायगी से प्राप्त 8,300 ₹० की राशि को छोटक है। कालम 6 में दिखाई गई ब्याज की रकम में छोट पर काटो गई आयकर और अधिभार की रकम शामिल नहीं है।

1	2	3	4	5	6
रु.	रु.	रु.	रु.	रु.	रु.
बिहार					
1. बुद्धाउस स्मारक निधि	कलकत्ता, भागलपुर	5-वर्षीय डाकघर सावधि जमा	1,100.00	1,110.00	..
2. राजा रघुनंदन प्रसाद न्यास निधि	ग्रामेतिहारी कोषाध्यक्ष, बिहार एम. पी. सी. ए. सवाकत धाम, पटना	3 प्रतिशत रूपांतरण ऋण, 1946	1,600.00	1,600.00	..
3. सर फखरुद्दीन स्मारक स्वर्ण पदक निधि	शिक्षा निदेशक बिहार पटना	3 प्रतिशत रूपांतरण ऋण 1946	1,100.00	1,100.00	..
उत्तर प्रदेश					
अलीगढ़					
1. तसद्वक रसूल अरबी, छात्रवृत्ति भंडार, निधि न्यास	कोषाध्यक्ष, मुस्लिम विश्व- विद्यालय, अलीगढ़	3 प्रतिशत रूपांतरण ऋण 1946	20,200.00	20,200.00	303.00
2. सर सैयद अहमद स्मारक न्यास निधि	रजिस्ट्रार, मुस्लिम विश्व- विद्यालय, अलीगढ़	3 प्रतिशत रूपांतरण ऋण 1946	1,16,000.00	1,16,600.00	1,740.00
3. सर विलियम मैरिस छात्रवृत्ति भंडार निधि, न्यास	कुलपति, मुस्लिम विश्व- विद्यालय, अलीगढ़	3 प्रतिशत रूपांतरण ऋण, 1946	6,400.00	6,400.00	96.00
इलाहाबाद					
4. रीवा छात्रवृत्ति भंडार निधि न्यास	प्रधानाचार्य गवर्नमेंट इंटर कालेज, इलाहाबाद	3 प्रतिशत रूपांतरण ऋण 1946	4,100.00	4,100.00	61.50
7	8	9	10	11	12
..	..	..	..	..	बिहार
..	..	..	..	..	1
..	..	..	..	..	2
..	..	..	..	..	3
..	303.00	दिया गया भ्याज	299.97	..	उत्तर प्रदेश
..	..	सरकार को दी गई फीस	3.03	..	1
..	..	..	303.00	..	..
..	1,740.00	दिया गया भ्याज	1,722.69	..	..
..	..	सरकार को दी गयी फीस	17.40	..	2
..	..	..	1,740.00	..	..
..	96.00	दिया गया भ्याज	95.04	..	..
..	..	सरकार को दी गयी फीस	0.96	..	3
..	..	..	96.00	..	..
..	61.50	दिया गया भ्याज	60.88	..	..
..	..	सरकार को दी गई फीस	0.62	..	4
..	..	..	61.50	..	..

1	2	3	4	5	6
			रु.	रु.	रु.
5 पन्ना छात्रवृत्ति अक्षय निधि न्यास	शिक्षा निदेशक, उत्तर प्रदेश इलाहाबाद	3 प्रतिशत रुपान्तरण ऋण, 1946	5,200.00,	5,200.00	79.00
6 विजयनगरम छात्रवृत्ति अक्षय निधि न्यास	राष्ट्रपति कार्यालय गवर्नरमंट इष्टर कालेज इलाहाबाद	3 प्रतिशत रुपान्तरण ऋण 1946	14,800.00	14,800.00	222.00
7. विजयनगर छात्रवृत्ति अक्षय निधि न्यास	नजिस्टार इलाहाबाद विश्व-विद्यालय, इलाहाबाद	3 प्रतिशत रुपान्तरण ऋण 1946	26000.00	26000.00	399.00
वाराणसी					
8 साधोशाल छात्रवृत्ति अक्षय निधि न्यास	उप-कुलपति वाराणसी संस्कृत विश्वविद्यालय वाराणसी	3 प्रतिशत रुपान्तरण ऋण, 1946	45,000.00	45,000.00	675.00
9. भादियावाड़ संस्कृत छात्र-वृत्ति अक्षय निधि न्यास	सद्वैव	3 प्रतिशत रुपान्तरण ऋण 1946	9,100.00	9,100.00	136.00
10. रीवा छात्रवृत्ति निधि न्यास	प्रधानाचार्य, राजकीय उच्चतर माध्यमिक विद्यालय, वाराणसी	3 प्रतिशत रुपान्तरण ऋण, 1946	5,800.00	5,800.00	87.00
11. नागरी प्रचारिणी सभा अक्षय निधि न्यास	सचिव, नागरी प्रचारिणी सभा, वाराणसी	3 प्रतिशत रुपान्तरण ऋण 1946	1,63,100.00	1,63,100.00	2,466.50

7	8	9	10	11	12
..	78.00	दिया गया ब्याज सरकार को बी गई फीस	77.22 0.78		5
			78.00		
..	222.00	दिया गया ब्याज सरकार को बी गई फीस	219.78 2.22		6
			222.00		
..	390.00	दिया गया ब्याज सरकार को बी गई फीस	386.10 3.90		7
			390.00		
..	675.00	दिया गया ब्याज सरकार को बी गई फीस	669.25 6.75		8
			675.00		
..	136.50	दिया गया ब्याज सरकार को बी गई फीस	135.13 1.37		9
			136.50		
..	87.00	दिया गया ब्याज सरकार को बी गई फीस	86.13 0.87		10
			87.00		
	2,446.50	दिया गया ब्याज सरकार को बी गई फीस स्वीत पर आयकर की कटौती	2,395.03 24.47 27.00	कालम 0 में दिखाई गई रकम में हरा। पर हाटा गई आयकर की रकम शामिल नहीं है।	11
			2,446.50		

1	2	3	4	5	6
12.	महागज नमो गृधान, उपकुलपति घनास, त्रिभू जोधर मिह देव, मोनपुर विश्वविद्यालय, धाराणमी सपदा के प्रत्यक्ष उत्तरा- धिकारी उठे रा पदक अक्षय निधि न्यास	3 प्रतिशत रूपान्तरण ऋण 1946	1,500 00	1,500 00	27.50
13.	बस्ती की रानी मुख्तार, राजगढ़, सनास हिन्द, राज लखी देखी अक्षय विश्व विद्यालय, धाराणमी निधि न्यास	3 प्रतिशत रूपान्तरण ऋण, 1946	7,300 00	7,300 00	109.50
पीडी गढ़वाल					
14	गढ़वाल क्षेत्रीय शिक्षा सचिव, गढ़वाल क्षेत्रीय न्यास निधि शिक्षा न्यास निधि, पीडी गढ़वाल	3 प्रतिशत रूपान्तरण ऋण 1946	51,800 00	51,800 00	777.00
लखनऊ					
15.	नगर शिक्षा अक्षय सचिव, नगर शिक्षा अक्षय निधि न्यास अक्षय निधि न्यास, इंडिया लखनऊ इंडिया, लखनऊ	3 प्रतिशत रूपान्तरण ऋण 1946 5 वर्षीय डाकघर सावधि जमा	16,600 00 } 19,400 00 }	36,000 00	2,339.4
16	कप्तान कु इब्रजीम प्रधानाचार्य मैट्रिकल कालेज सिंह एम सी आई, लखनऊ एम एस, स्मारक अनुसंधान छात्रवृत्ति अक्षय निधि मिर्जापुर	3 प्रतिशत रूपान्तरण ऋण, 1946	1,06,600.00	1,06,600 00	1,599.00

7	8	9	10	11	12
	रु.		रु.		
..	22.50	दिया गया ब्याज सरकार को बी गई फीस	22.27 0.23		12
			22.50		
..	109.50	दिया गया ब्याज सरकार को बी गई फीस	108.40 1.10		13
			109.50		
..	770.00	दिया गया ब्याज सरकार को बी गई फीस	769.23 7.77		14
			770.00		
..	2,339.45	दिया गया ब्याज सरकार को बी गई फीस	2,316.06 23.39		15
			2,339.45		
..	1,599.00	दिया गया ब्याज सरकार को बी गई फीस	1,583.01 15.99		16
			1,599.00		

1	2	3	4	5	6
			रु.	रु.	रु.
17. गिरौड़ी कायस्थ पाठशाला अक्षय निधि न्यास	प्रबन्धक समिति, जिस के मिर्जापुर के कमन्टर पदेन सभापति हैं और स्व. मुशी विदेश्वरी प्रसाद पन्नीकर के संपदा के निष्पादक जिसके सदस्य हैं।	3 प्रतिशत रूपान्तरण श्रृणु, 1946 5 वर्षीय डाकघर सावधि जमा	1,600.00 7,550.00	9,150.00	837.55
पाकिचेरी					
1. डाक्टर एम. के. रामनाथन स्मारक पुरस्कार निधि	प्रधानाचार्य, जवाहरलाल स्नातकोत्तर आयुर्विज्ञान शिक्षा संस्थान और अनुसंधान, पाकिचेरी	5 वर्षीय डाकघर सावधि जमा	1,000.00	..	..
2. श्रीमती, मुशीला सलवा-रावजली भादगार निधि	—सदब—	5 वर्षीय डाकघर सावधि जमा	1,000.00	..	..
3. श्री एन. सलवा रावजली चेटियार स्मारक पदक निधि	—सदब—	5 वर्षीय डाकघर सावधि जमा	1,000.000	..	..

7	8	9	10	11	12
..	837.55	दिया गया व्याज सरकार को दी गई फीस	829.18 8.37	..	17
			837.55		
..	..	..	..	व्याज वसूल करने के लिए कार्रवाई की जा रही है।	1 2 3

पंजाब

भारत और पाकिस्तान के बीच केन्द्रीय पूर्ण अक्षय निधियों से संबंधित प्रतिभूतियों का विभाजन न हो सकने के कारण प्रतिभूतियों की सूची तैयार नहीं की जा सकी।

प्रमाणित किया जाता है कि उपर्युक्त विवरण के भाग II में प्रदर्शित बकाया रकमों, भारतीय पूर्ण अक्षय निधि के कोषपाल के पास धारित संबंधित पूर्ण अक्षय निधियों के ब्यौरेवार आंकड़ों से मेल खाती है।

[स. एक / 1 / 1 / 87 टी० सी. ई.]

टी. चार. शाहानी, कोषाध्यक्ष, भारतीय
पूर्ण अक्षय निधि

New Delhi the 15th June, 1987

Part I—List of properties other than Securities

Sl. No.	Particulars of Vesting order	Name of Endowment	Administrators of property	Property held				Remarks
No.	Date			Description	Value	Annual Income if known		
1	2	3	4	5	6	7	8	9
INDIA							Rs	
1.	Ministry of Health Notification No. F. 14.26/61 Instt as amended by the Ministry of Health & Family Welfare Notification No. S. 22020/11/76 73(MS).	31 8 1962	Pasteur Institute of India	Administrator of the Pasteur Institute of India	1. Anti Rabies Research Centre Building Kasauli. 2. Lady Linlithgo Sanatorium Building Kasauli. 3. Shelton Lodge Kasauli.	2,23,200.00 22,18,700.00 26,000.00	Nil	
2.	Ministry of Defence Notification No. S.R.O. 250.	19th July 1960	Farm Fund of the Kumaon Regimental Farm at Kamola and Udaipur	Board of Administration of the Fund.	Kamola Tehsil Kathu District Nainital. 1. Dispensary (30 ft. x 24 ft.) 2. Thimayya Lodge (30 ft. x 24 ft.) 3. Guest House No. 1 (30 ft. x 35 ft.) 4. Guest House No. 2 (28 ft. x 26 ft.)	 4 000.00 4 000.00 5,000.00 3,500.00	Nil	
MAHARASHTRA								
1.	G.I.H.D. Education No. 433	27th May 1909	The Indian Institute of Science	The Collector of Bombay, Shri Janardan Ganpat- rao and Shri Naval H. Tata.	"Victoria Building"— All that piece of freehold, situated in the Fort on the eastern side of Parsi Bazar Street, at or near the Elphinstone Circle with the measuages, tenements and buildings thereon known as "Victoria Building" containing by admeasurement 482-3/4 sq. yards of thereabouts.	1,30,870.00	54,396.00	The annual Income & Valuation of S. No. 1 to 15 are shown in Col. Nos. 7 & 8 is as per letter No. C/2/2371 dated 12-6-1987 of Shri P.N. Kutar Secretary to the Board of Management of Bombay Property of the Indian Institute of Science Bombay House, Horni Mody Street, Bombay-23.

1	2	3	4	5	6	7	8	9
						Rs.	Rs.	
2. & 3.	Do.	Do.	Do.	Do.	"Albion Place and Alexandra Terrace" —All that piece of land, situated at Byculla on the eastern side on the eastern side of Parel Road with the messuages, tenements and buildings, thereon, with their out-houses and stables known as "Albion Place and Alexandra Terrace" containing by admeasurement 11,104 sq. yards or thereabouts.	1,19,330.00 3,27,190.00	40,836.00 1,64,556.00	
3. (A)G.A.I.H.D.	27th May, 1909	The Indian Institute of Science	The Collector of Bombay Shri Janardan Ganpatrao Bodhe and Shri Naval-H Tata.	New Construction being a building now known as "Hotel Heritage built on portion of land admeasuring 11,104 sq. yards or thereabouts situated at Byculla on the eastern side of Parel Road, now known as Dr. Ambedkar Road.		18,89,281.57	2,31,494.40	
4. & 5.	Do.	Do.	Do.	Do.	(i) "Reasy House" and (ii) "Sandhurst House" —All that piece or parcel of Leasehold land, situated on the Apolo Reclamation, in the Island of Bombay, containing by admeasurement 2,004-8/9 square yards with the two buildings thereon, known as 'Reay House" and "Sandhurst House."	1,43,190.00 1,42,100.00	29,256.00 32,472.00	
6. & 7.	Do.	Do.	Do.	Do.	"Rosevelt House or Ezra House" or SGS House —All that piece or parcel of Leasehold land, situated on the Apollo Reclamation, containing by admeasurement 533 square yards and 3/9 of another square yard, with the buildings thereon, known as the "Rosevelt House or Ezra House" and secondly all that piece of leasehold land also situated on the Apollo Reclamation, in the Island of Bombay containing	1,33,220.00 11,75,159.30	38,988.00 2,40,000.00	

1	2	3	4	5	6	7	8	9
						Rs.	Rs.	
					by admeasurement 573 square yards and 3/5 of another square yards with the build- ings thereon one of which is known as S.G.S. House Con- structed in the year 1980.			
8. & 9. G.A.I.H.D.	27th May, 1909	The Indian Institute of Science	The Collector of Bombay, Shri Janardan Gen- patrao Bodhe and Shri Naval H. Tata.	"Sargent House" and "Jenkins House"	All that piece or parcel of land, situated on the Apollo Reclama- tion in the Island of Bombay containing by admeasurement 3487- 2/9 square yards with the buildings thereon known as "Sargent House" and "Jenkins House".	2,71,830 00 2,86,030.00	67,056.00 65,868.00	
10.	Do.	Do.	Do.	Do.	"New Shamji Buildings" now known as "Station Terraces." Sleater Road. All that piece of land of Foras tenure admea- suring 2,290 square yards or thereabouts with the several mes- suages, tenements or dwelling houses known as "New Shamji Build- ings Extension" now known as the "Sta- tion Terraces" situated on the South side of the Sleater Road, Bombay.	2,53,990.00	1,09,047.00	
11.	Do.	Do.	Do.	Do.	"Candy House"—All that piece of leasehold land, situated on the Apollo Reclamation, in the Island of Bom- bay, containing by admeasurement 529-6/9 square yards known as "Candy House."	1,35,620.00	43,944.00	
12. & 13.	Do.	Do.	Do.	Do.	Land near Albion Palace and Alexandra Terrace"— All that piece of land contain- ing by admeasurement 8,570 square yards or thereabout, registered by the Col- lector of Bombay with other land situated at Byculla on the eastern side of Parel Road in the city of Bombay together with messu-	79,347.00	3,048.00	107-8/9 square yards required by the Land Acquisition officer for the city of Bombay

1	2	3	4	5	6	7	8	9
						Rs.	Rs.	
					ages, tenement and dwelling houses standing thereon known as "Land near Albion Palace and Alexandra Terrace."			
14. G.I.H.D. Education No. 433	27th May, 1909	The Indian Institute of Science	The Collector of Bombay, Shri Janardan Ganpatrao Bodhe and Shri Naval H. Tata.	"Land at Parel Tank Road" Firstly--All that piece of land admeasuring 67,057 square yards or thereabouts whereof 7,021 sq. yards is Government Toka land and 2,189 sq. yards is recently accessed Govt. Land and remaining is Inam land situated at Parel on the Public Road leading to Parel Government Tank known as "Land at Parel Tank Road" (Wageahri Hill). Secondly--All that piece of vacant Inam land admeasuring 6,005 square yards or thereabouts situated at Parel. Thirdly--All that piece of vacant land of the Government Toka Tenure containing by admeasurement 1,058 square yards or thereabouts situated at and on the south side of of Golangi Hill Road at Parel in the city of Bombay. Fourthly--All that piece of vacant Government Toka land containing by admeasurement 566 square yards or thereabouts situated at and on the south side of Golangi Hill Road at Parel in the City of Bombay.	Nil	Nil	Out of 74,686 square yards 15,575.80 square yards acquired by Government under land Acquisition Act for the construction of the work of the Tata- Hydro-Electric Power Supply Co. Ltd. in connection with its transmission lines and 37,471.52 square yards subsequently acquired in 1922 by the Land Acquisition Officer. A portion of the land at Parel Tank Rd. admeasuring 2,043.88 square yards of C/S No. 1/202 part and 623.33 square yards of C.S. No. 203 part has been acquired by the Bombay Municipal Corporation for the purpose of construction of Water Reservoir under Section 12(2) of the Land Acquisition Act 1 of 1894. The sum of Rs. 11 lakhs was paid by Sir Ratan Tata Trust, lessees of the land for purchasing their reversionary rights to convert the land into free hold as approved by	

1	2	3	4	5	6	7	8	9
								Ministry of Education & Culture (Department of Education) Government of India vide letter No. F. 8-23/80 T. 6. dt. 17-3-1981, Govt. of India by their letter No. F. 8-22/85 T-6 dated 29-12-86 conveyed their approval to remit the sum of Rs. 1090, 126.35 to Indian Institute of Science, Bangalore to be utilised for the purpose of constructing extension research Semina Complex-cum-auditorium to perpetual the nature of the founder of the Institute Jamshedji Nusserwanji Tata. The balance amount of Rs. 9873 65 remained with the Fund authorities.
15. G.R.E.D. No. 433	27th May 1909	The Indian Institute of Science	The Collector of Bombay Shri Janardan Ganpatrao Bodhe and Shri Naval H. Tata	"Hempton Court"	All that piece of land situated on the West side of the Colaba Road "Hempton court" at Colaba within the city and Registration Subdistrict of Bombay containing by admca-surement 2,020 sq. yards or thereabout and bounded as follows: that is to say on or to- Wards the North by the Property of the Trustees of Sir Currimbhoy Abraham Baronetcy Trust, on or towards the South by the Road of Police Chowkey on or to- wards the East by Co- laba Road and on or	16,51,821.48	2,63,244.00	

1	2	3	4	5	6	7	8	9
					towards the West by Wodehouse Road, and which said piece of land is registered in the books of the Collector of Bombay under Rent Roll No. 8509 and bear Cadestral Survey No. 48 of Colaba Division together with the buildings and erections standing thereon assessed by the Municipality of Bombay under Award No. 213, 214 and Street Nos. 158 and 125 of Colaba Road and Wodehouse Road and Street No. 154 of Lower Colaba Road respectively.			
6.	G.R.E.D. No. 452	7th March, 1906	Sir Jamsetjee Jejeebhoy Parsee Benevolent Institution	The Secretary, Sir Jamsetjee Jejeebhoy Parsee Benevolent Institution, Bombay	A piece of land with dwelling house and building situated at Hornby Road, Fort, Bombay admeasuring 1,688 square yards.	3,90,002.59	3,204.00	The annual income & Valuation of Sr. No. 16 & 17 as shown in col. Nos. 7 & 8 is as per letter No. E/229 dated 18-5-1987 of Shri K.D. Shroff Secretary Sir J. J.P.B. Institution, 209, Dr. D.N. Road, Fort, Bombay-400023.
7.	G.R.E.D. No. 1778	10th July, 1912	Do.	Do.	All that piece or parcel of freehold land with measuage tenement or stables standing thereon, situated at Gola Lane, Fort, Bombay admeasuring 173 and 62 square yards or thereabouts.	12,000.00	Nil	-do-
AMIL NADU								
1.	No. 46-Education and No. 389-Education	5th April, 1904 and 25th June, 1904	Endowment of the Madras Military Female Orphan Asylum.	Secretary and Correspondent, St. George School and Orphanage, Madras.	Land in Madras bearing Survey No. 232 and measuring 15 cawnies 18 grounds and 1678 sq. ft. with the buildings thereon known as "Madras Military Female Orphan Asylum."	Nil	Nil	The property is in the occupation of the Civil Orphan Asylum in consideration of the maintaining and educating 30 additional girls in addition to the girls of the Asylum such as were formerly admitted to the madras Military Female Orphan Asylum

1	2	3	4	5	6	7	8	9
						Rs.	Rs.	
UTTAR PRADESH								
1. Government of U.P. Education Deptt. Notification Nos. 602/XV-301 808-G/XV/619/1923	2nd April 1918 and 29th November, 1923 respectively	Giraundi Kayastha Pathshala Endowment Trust, Mirzapur	A Committee of Management consisting of the Collector Mirzapur as Ex-Officio-Chairman and Executors of the Estate of the late Munshi Bideshwari Prasad, Pleader.	(a) Three houses situated in Mohalla Welleslygunj, Distt. Mirzapur bounded as follows: South—House of Sri Piyare Lal, North—House of Musammat Jhunna. West—Government Road, East—House of Sri Sumar Sonar. (2) South—House of Munshi Bideshwari Prasad, Vakil, North—Mosque, West—House of Shri Rameshwar Teli. East—Road. (3) South—House of Sri Budhu North—House of Munshi Bindeshwari Prasad, Vakil. West—House of Musammat Umrao East—Road. (b) A grove situated in Mauza Giraundi, Tehsil Chunar, District Mirzapur. (c) Pathshala in Mauza Giraundi, Tehsil Chunar, District Mirzapur situated in the grove mentioned in (b) above.		600.00 600.00 600.00 600.00 50.00	36.000 36.00 36.00 15.00 Nil	

PUNJAB

Pending apportionment of properties relating to Central Charitable Endowments between India and Pakistan the list of properties could not be prepared.

PART II—List and abstract

Case No.	Name of endowment	Persons in whose behalf held	Particulars of Securities	Total of Securities	Cash Interest or dividend realised
1	2	3	4	5	6
INDIA					
1.	Khandpara State Trust Fund.	Board of Trustees, Khandpara State Trust Fund	5 years Post Office Time Deposit	30,600.00	30,600.00 3,297.35
Account of Securities Receipts		Cash Expenditure		Balance in	Remarks
Other Cash receipts	Total Cash receipts	Payments		k. Cash	Case No.
7	8	9		10	11
Rs.	Rs.	Rs.		Rs.	
..	3,297.35	Interest remitted		3,264.40	1
		Fee paid to Govt.		32.95	..
				3,297.35	

1	2	3	4	5	6	7
				Rs.	Rs.	Rs.
2. Armed Forces Benevolent Fund.	Armed Forces Benevolent Fund—General Committee	..	..	...	...	12,006.00
3. St. Dunstan's (India) Fund.	Board of Trustees, St. Dunstan's (India) Fund.	4-3/4 % Loan, 1989	..	15,000.00	15,000.00	2,034.00
4. Thomas Reed Bell Memorial Fund.	The President, Forest Research Institute and Colleges, Dehra Dun	..	..	...	...	46.50
5. Pasteur Institute of India.	Administrator of the Pasteur Institute of India	5 year Post Office Time Deposit	..	2,08,550.00	2,08,550.00	17,761.55
6. National Foundation for Teacher's Welfare	General Committee National Foundation for Teacher's Welfare	5 year Post Office Time Deposit	..	11,19,47,550.00	11,19,47,550.00	121,28,271.30
7. Sarda Ranganathan Endowment for Library Science	Committee of Management of the Fund.	5 year Post Office Time Deposit.	..	10,00,000.00	10,00,000.00	81,759.45
<hr/>						
(a) 800,400.00	8,12,406.00	Interest remitted Fee paid to Govt.	11,885.95 120.05 <hr/> 12,006.00	8,00,400.00	(a) Represents : redemption proceeds of 3% conv. loan 1946. Since refunded to the Fund authorities in 1987-88.	2
(b) 92,900.00	94,934.00	Interest remitted Fee paid to Govt.	2,013.65 20.35 <hr/> 2,034.00	92,900.00	The interest shown (under column 6) is exclusive of income-tax and surcharge deducted at source. (b) Represents redemption proceeds of 3% conv. loan 1946	3
(c) 3,100.00	3,146.50	Interest remitted Fee paid to Govt.	46.05 0.45 <hr/> 46.50	3,100.00	(c) Represents redemption proceeds of 3% conv. loan 1946.	4
(d) 66,900.00	84,661.55	Interest remitted Fee paid to Govt. Other deposits	17,583.90 177.65 66,900.00 <hr/> 84,661.55	...	(d) Represents redemption proceeds of 3% conv. loan 1946. Since re-invested in 5-year P.O.T.D.	5
(e) 75,00,000.00	96,28,271.30	Interest remitted Fee paid to Govt. Investment in 5 year POTD.	1,20,06,988.55 1,21,282.75 75,00,000.00 <hr/> 1,96,28,271.30	...	(e) Represents : Received from Fund authorities for investment in 5-year POTD	6
(f) 3,00,000.00	3,81,759.45	Interest remitted Fee paid to Govt. Investment in 5 year POTD.	80,941.85 817.60 3,00,000.00 <hr/> 3,81,759.45	...	(f) Represents : Received from Fund Authorities for investment in 5 year P.O.T.D.	7

1	2	3	4	5	6
8. Banubai Byramji Kanga Trainees Welfare Fund of the Training Centre for the Adult Blind, Dehra Dun.	The Director, National Institute for the visually handicapped, Dehra Dun.	5 year Post Office Time Deposit.	54,350.00	54,350.00	5,965.80
9. Flag Day Fund	Managing Committee, Flag Day Fund.	...	...	...	5,670.00
10. War Bereaved and Disabled Servicemen Special Relief Fund.	Managing Committee War Bereaved and Disabled Servicemen Special Relief Fund.	5 year Post Office Time Deposit.	2,00,00,000.00	2,00,00,000.00	23,66,125.00
11. Lady Hardinge Hospital for Women and Children Delhi, Fund.	Board of Administration Lady Hardinge Medical College & Smt. S. K. Hospital.	5 year Post Office Time Deposit.	1,02,650.00	1,02,650.00	12,144.15
12. National Children's Fund.	Board of Trustees of the Fund.	5 - Year Post Office Time Deposit.	1,83,00,000.00	1,83,00,000.00	15,48,153.85
13. The Indian People's Famine Trust.	Board of Management New Delhi.	5-Year P.O.T.D.	32,78,400.00	32,78,400.00	44,258.00
7	8	9	10	11	
..	5,965.80	Interest remitted Fee paid to Govt.	5,906.15 59.65	...	8
			5,965.80		
(g) 4,20,000.00	4,25,670.00	Interest remitted Fee paid to Govt.	5,613.30 56.70	4,20,000.00	The interest shown (under column 6) is exclusive of income tax and surcharge deducted at source. (g) Re-presents redemption proceeds of 3% Conv. Loan 1946 since refunded to the Fund authorities in 1987-88.
			5,670.00		
	23,66,125.00	Interest remitted Fee paid to Govt.	23,42,463.75 23,661.25	...	10
			23,66,125.00		
	12,144.15	Interest remitted Fee paid to Govt.	12,022.70 121.45	...	11
			12,144.15		
(h) 50,00,000.00	65,48,153.85	Interest remitted Fee paid to Govt. Investment in 5 year P.O.T.D.	15,32,672.35 15,481.50 50,00,000.00	...	(h) Represents : Received from Fund Authorities for deposit in 5-year P.O.T.D.
			65,48,153.85		12
(i) 32,78,400.00	33,22,658.00	Interest remitted Fee paid to Govt. Deposit in 5 year P.O. T.D.	43,815.40 442.60 32,78,400.00	...	(i) Represents : redemption proceeds of 3% Conv. Loan 1946, since re-invested in 5 year P.O.T.D.
			33,22,658.00		13

1	2	3	4	5	6
			Rs.	Rs.	Rs.
14. The Jewish Charitable Endowment Fund.	Mussa Board Calcutta	5-Year P.O.T.D.	97,350 00	97,350 00	6,908 35
15. National Workers Relief Fund.	National Workers, Relief Fund Board, Chandigarh	5-Year P.O.T.D.	20,750 00	20,750 00	2,235 95
16. National Welfare fund for Sports persons.	General Committee of the Fund.	5-Year P.O.T.D.	24,00,000.00	24,00,000.00	1,88,235 05
17. Special Fund for Reconstruction and Rehabilitation of Ex-servicemen and their families.	Board of the Administrator, Chandigarh.	5-Year P.O.T.D.	1,33,350 00	1,33,350 00	14,369.30
18. Post War Services Reconstruction Fund.	Board of the Administrator.	5-Year P.O.T.D.	17,350 00	17,350.00	1,869.55
19. National Handicapped Welfare Fund.	Board of Administrator.	5-Year P.O.T.D.	1,00,000 00	1,00,000.00	11,830 60

7	8	9	10	11	Case No
Rs	Rs.		Rs.	Rs	
(j) 38,000.00	44,908.35	Interest remitted Fee paid to Govt. Deposit in 5 year P.O.T.D.	6,839.25 69.10 38,000.00 <hr/> 44,908.35	(j) Represents: redemption proceeds of 3% Conv. Loan 1946, since re- invested in 5-Year P. O. T.D.	14
(k) 20,750.00	22,985.95	Interest remitted Fee paid to Govt. Deposit in 5 year P.O. T.D.	2,213.60 22.35 20,750 00 <hr/> 22,985.95	(k) Represents : redem- ption proceeds of 5- year P.O.T.D. since re- invested in 5 year P.O. T.D	15
(l) 8,00,000.00	9,88,235.05	Interest remitted Fee paid to Govt. 5-year P.O.T.D.	1,86,352.70 1,882.35 8,00,000.00 <hr/> 9,88,235 05	(l) Received from fund authorities for deposit in 5-year P.O.T.D.	16
..	14,369.30	Interest remitted Fee paid to Govt.	14,225.60 143.70 <hr/> 14,369.30	..	17
...	1,869.55	Interest remitted Fee paid to Govt.	1,850 85 18.70 <hr/> 1,869 55	..	18
...	11,830 60	Interest remitted Fee paid to Govt.	11,712.30 118.30 <hr/> 11,830.60	...	19

1	2	3	4	5	6
MAHARASHTRA					
				Rs.	Rs.
1. Indian Institute of Science (Bangalore Properties)	The Council of the Indian Institute of Science, Bangalore.	5-Year Post Office Time Deposit.	2,150.00	2,150.00	254.35
2. Indian Institute of Science (Bombay Properties)	The Council of the Indian Institute of Science, Bangalore.	5-1/2% Loan 2000 (Old) 5-Year Post Office Time Deposit.	1,40,300.00 10,91,300.00	12,31,600.00	30,552.65
3. Fakirjee Cowasjee of Karachi Scholarship Fund.	Captain Superintendent, Trainingship 'Rajendra' Opp. New Ferry Wakf Bombay-9.	5-Year P.O.T.D.	60,000.00	60,000.00	900.00
4. Chatfield Memorial Prize Fund.	1. Principal, Training College for Men, Poona. 2. Principal Training College for men, Dharwar 3. Principal Training College for Men, Ahmedabad.	5-Year P.O.T.D.	200.00	200.00	3.00
7	8	9	10	11	Case No.
Rs.	Rs.	Rs.	Rs.		
(m) 17.00	271.35	Interest remitted Fee paid to Govt.	251.81 2.54 <hr/> 254.35	17.00 (m) Re-presents Opening balance.	1
(n) 10,22,827.02	10,53,379.67	Interest remitted Fee paid to Govt I.T.D. @ 10% Other payments	27,941.41 305.24 2,306.00 10,22,800.00 <hr/> 10,53,352.65	27.02 (n) Balance and Repayment proceeds of 3% conv. Loan 1946 for Rs. 10,22,800.00 has been reinvested in 5-Year P. O.T.D. The interest shown (under column (6) is exclusive of income tax and surcharge deducted at source.	2
(mm) 60,000.00	60,900.00	Interest remitted Fee paid to Govt. Other payments	891.00 9.00 60,000.00 <hr/> 60,900.00	... (mm) Re-presents: repayment proceeds of 3% conv. loan 1946, since re-invested in 5-year P.O.T.D.	3
(nn) 289.09	292.09	Other payments	200.00 <hr/> 200.00	92.09 (nn) Represents : Opening balance of Rs. 89.09 and re-payment proceeds of 3% conv. loan 1946, for Rs. 200.00 since re-invested in 5-Year P.O.T.D.	4

1	2	3	4	5	6
5. Ganesh Balwant Limaye Scholarship Fund	Director of Education Maharashtra State, Pune	5-Year P.O.T.D	56,000.00	56,000.00	840.00
6. Sir William Moore Memorial Fund.	Director of Health Services, Maharashtra State, Bombay.	5-Year P.O.T.D	1,100.00	1,100.00	16.50
7. Kazi Shahabuddin Endowment for the encouragement of Education among Mohamedans in the Bombay Presidency.	Director of Education, Maharashtra State, Pune.	5-Year P.O.T.D.	1,50,400.00	1,50,400.00	2,729.05
8. Fund for prizes in English in connection with the S.C.C. Examination.	Director of Education, Maharashtra State, Pune.	5-Year P.O.T.D.	3,400.00	3,400.00	360.90
9. Sir Sasson David Trust Fund for Agriculture and Educational purposes.	Board of Trustees of the Fund C/o Secy. to Govt. of Maharashtra, Agriculture and Cooperation Deptt. Bombay.	5-Year P.O.T.D.	7,51,100.00	7,51,100.00	88,859.80

7	8	9	10	11	12
Rs.	Rs.	Rs.	Rs.		Case No.
(o) 56,000.00	56,840.00	Interest remitted Fee paid to Govt. I.T.D. @ 10% Other payments 56,840.00	748.00 8.00 84.00 56,000.00	(o) Re-payment proceeds of 3% conv. loan 1946 has been re-invested in 5-year Post Office Time Deposit.	5
(p) 1,100.00	1,116.50	Interest remitted Fee paid to Govt. I.T.D. @ 10% Other payments 1,116.50	14.50 .. 2.00 1,100.00	(p) Re-payments: proceeds of 3% conv. loan 1946 has been re-invested in 5-Year POTD.	6
(q) 1,50,400.00	1,53,129.05	Interest remitted Fee paid to Govt. I.T.D. @ 10% Other payments. 1,53,129.05	2,483.05 28.00 218.00 1,50,400.00	(q) Re-payment proceeds of 3% conv. loan 1946 has been re-invested in 5-Year P.O.T.D. and re-investment of 5 Year P.O.T.D. in the same deposit.	7
(r) 400.00	760.90	Other payments Interest remitted Fee paid to Govt. I.T.D. @ 10% 760.90	400.00 351.35 8.55 1.00	(r) Re-payment proceeds of 3% conv. loan 1946 has been re-invested in 5-Year POTD.	8
..	88,859.80	Interest remitted Fee paid to Govt. 88,859.80	87,970.80 889.00		

1	2	3	4	5	6	7
				Rs.	Rs.	Rs.
10. After-care Fund in connection with the Bombay State Probation and After-care Association.	President Maharashtra State Probation and After-care Association B.I.T. Block No. 33, King's Circle Matunga, Bombay-19.	5-Year Post Office Time Deposit		21,000.00	21,000.00	1,761.30
11. Imperial Indian Relief (Scholarship) Fund.	Director of Education Maharashtra State, Pune.	5-Year P.O.T.D.		25,200.00	25,200.00	378.00
12. Savitribai Krishnarao Uplap Scholarship Fund.	Do	5-Year P.O.T.D.		12,800.00	12,800.00	192.00
13. Bombay Provinces Agricultural Show Fund.	Director of Agriculture, Maharashtra State, Pune.	5-Year P.O.T.D. 7-Year Small Savings Bond.		4,16,000.00 2,000.00	4,18,000.00	6,240.00
14. Dr. Ramachandra Shivaji Poredi Scholarship Fund.	Director of Education, Maharashtra State Pune.	5-Year P.O.T.D.		11,100.00	11,100.00	166.50
15. Sir Cusrow Wadia Trust Fund.	Chairman of the Governing Body of the Fund, C/o Secy. to Govt. of Maharashtra, Agriculture & Co-operation Deptt, Bombay.	5-Year P.O.T.D.		12,94,200.00	12,94,200.00	38,826.00
7	8	9	10	11	Case No	
Rs.	Rs.		Rs.	Rs.		
(s) 7,000.00	8,761.30	Interest remitted Fee paid to Govt. I.T.D. @ 10% Other payments	1,733.74 17.56 10.00 7,000.00	..	(s) Re-payment proceeds of 3% Conv. loan 1946 has been re-invested in 5-Year POTD.	10
			8,761.30			
(t) 25,200.00	25,578.00	Interest remitted Fee paid to Govt. I.T.D. @ 10% Other payments	336.00 4.00 38.00 25,200.00	..	(t) Re-payment proceeds of 3% Conv. loan 1946 has been re-invested in 5-Year POTD	17
			25,578.00			
(u) 12,800.00	12,992.00	Interest remitted Fee paid to Govt. I.T.D. @ 10% Other payments	171.00 2.00 19.00 12,800.00	..	(u) Re-payment proceeds of 3% Conv. loan 1946 has been re-invested in 5-Year POTD	12
			12,992.00			
(v) 4,16,000.00	4,22,240.00	Interest remitted Fee paid to Govt. I.T.D. @ 10% Other payments	5,554.00 62.00 624.00 4,16,000.00	..	(v) Re-payment proceeds of 3% conv. loan 1946 has been re-invested in 5-Year POTD	13
			4,22,240.00			
(w) 11,100.00	11,266.50	Interest remitted Fee paid to Govt. I.T.D. @ 10% Other payments	147.50 2.00 17.00 11,100.00	..	(w) Re-payment proceeds of 3% Conv. loan 1946 has been re-invested in 5-year POTD	14
			11,266.50			
(x) 12,94,242.00	13,33,068.00	Interest remitted Fee paid to Govt. I.T.D. @ 10% Other payments	34,555.00 388.00 3,883.00 12,94,200.00	42.00	(x) Represents opening balance of Rs' 42.00 and re-payment proceeds of 3% Conv. loan 1946 has been re-invested in 5-Year P.O.T.D.	15
			13,33,026.00			

1	2	3	4	5	6	7
				Rs.	Rs.	Rs.
16. Post-War Service Reconstruction Fund (Rajasthan Share)	Secretary of the Fund C/o Maharashtra State S.S. & A. Board, Pune-1	5-Year Post Office Time Deposit		11,100.00	11,100.00	1,121.70
17. War Memorial Fund for Indian Merchant Seamen, 1947	Committee of Management of the Indian Sailors' Home Society Masjid Bunder Siding Road, Bombay-9	5-Year P.O.T.D.		21,32,900.00	21,32,900.00	31,993.50
18. Hoini Melita Victory Thanks giving Fund (Rajasthan Share)	Secretary of the Fund C/o Maharashtra State S.S. & A. Board, Pune-1.	5-3/4% Loan 2003 5-Year P.O.T.D.		100.00 1,200.00		65.06
19. L.V. Mandke Prize Fund.	Director of Education Maharashtra State, Pune.	5-Year P.O.T.D.		1,600.00	1,600.00	24.00
20. Miss Manikbai Shinde Prize Fund.	Director of Education, Maharashtra State, Pune.	5-Year P.O.T.D.		1,000.00	1,000.00	6.25
21. Maratha War Memorial Fund.	Hony. Secretary, Maratha War Memorial Fund, The Maratha Light Infantry Regimental Centre, Belgaum.	5-1/2% Loan, 2000 (Old) 5-Year Post Office Time Deposit.		9,100.00 3,26,200.00	3,35,300.00	39,092.00

7	8	9	10	11	Case No.
Rs.	Rs.				
(Y) 1,235.00	2,356.70	Interest remitted Fee paid to Govt. I.T.D. @10% Other payments	1,108.70 11.00 2.00 1,200.00 <hr/> 2,321.70	35.00 (Y) Represent: Opening balance of Rs. 35.00 and Re-payment proceeds of 3% Conv. loan 1946 has been re-invested in 5-Year Year POTD	16
(Z) 21,32,900.00	21,64,893.50	Interest remitted Fee paid to Govt. I.T.D. @ 10% Other payments	28,474.50 320.00 3,199.00 21,32,900.00 <hr/> 21,64,893.50	(Z) Re-payment proceeds of 3% Conv. loan 1946 has been re-invested in 5-Year POTD.	17
(aa) 804.00	869.06	Interest remitted Fee paid to Govt. Other payments	64.06 1.00 800.00 <hr/> 865.06	4.00 (aa) Represent: Opening balance of Rs. 4.00 and re-payment proceeds of 3% Conv. loan 1946 has been re-invested in 5-Year POTD.	18
(bb) 1,600.00	1,624.00	Interest remitted I.T.D. @10% Other payments	22.00 2.00 1,600.00 <hr/> 1,624.00	(bb) Re-payment proceeds of 3% Conv. loan 1946 has been re-Invested in 5-Year POTD.	19
(cc) 1,000.00	1,006.25	Interest remitted Fee paid to Govt. Other payments	6.19 0.06 1,000.00 <hr/> 1,006.25	(cc) Re-payment proceeds of 3% Conv. loan 1946 has been re-invested in 5-Year P.O.T.D.	20
	39,092.00	Interest remitted Fee paid to Govt. I.T.D. @ 10%	38,650.58 391.42 50.00 <hr/> 39,092.00		21

1	2	3	4	5	6
				Rs.	Rs.
22. Sh. M.V. Joshi Trust Fund.	Principal, Agricultural College, Pune.	5-Year P.O.T.D. 5-3/4% Loan 2002	12,800.00 500 00	13,300.00	220.74
23. Miss Clarke Memorial Nursing Fund.	Chairman, Bombay Branch of the National Association for supplying Female Medical Aid and Instructions to the Women of India, C/o Shri R. N. Bhavmagri, S. Billimoria & Co. Chartered Accountants, 113, Mahatma Gandhi Rd., Bombay.	5-Year P.O.T.D.	11,000.00	11,000 00	165.00
24. Barjorji Manekji, Sutarla Prize Fund.	Director of Education, Maharashtra State, Pune	5-Year P.O.T.D.	2,000.00	2,000 00	30 00
25. Campbell Memorial Medal Fund.	Committee of Management of the Asiatic Society of Bombay Town Hall, Bombay-1.	5-Year P.O.T.D.	4,900.00	4,900.00	578.70

7	8	9	10	11	Case No.
			Rs.	Rs.	Rs.
(dd) 12,800.00	13,020.74	Interest remitted Fee paid to Govt. I.T.D. @10% Other payments	197.60 2.14 21.00 12,800.00 13,020.74	(dd) Re-payment proceeds of 3% conv. loan 1946 has been re-invested in 5-Year P.O.T.D.	22
(ee) 11,000.00	11,165.00	Interest remitted Fee paid to Govt. I.T.D. @10% Other payments	146.00 2.00 17.00 11,000.00 11,165.00	(ee) Re-payment proceeds of 3% Conv. loan 1946 has been re-invested in 5-Year P.O.T.D.	23
(ff) 2,000.00	2,030.00	Interest remitted I.T.D. @10% Other payments	27.00 3.00 2,000.00 2,030.00	(ff) Re-payment proceeds of 3 Conv. loan 1946 has been re-invested in 5-Year POTD	24
	578.70	Interest remitted Fee paid to Govt.	572.70 6 00 578 70		25

1	2	3	4	5	6	7
				Rs.	Rs.	Rs.
26	Sri Jamsetjee Jeebhoy Parsee Benevolent Institution	Secretary, Sir J.J.P.B. Institution, 209 Dr. D Dadabhoy Naroji Road, Fort, Bombay.	13 State Bank Shares 4-3/4% Loan, 1989 5-Year P.O.T.D 5-1/2% Loan 1999 5-3/4% Loan 2002 6% Loan 1998 5-3/4% Loan 2003.	1,330 00 500 00 18,19,150 00 10,500 00 3,400.00 11,300.00 15,200.00	18,61,350.00	2,13,244.10
27.	Bombay Branch of the National Association for Supplying Female Medical Aid and Instruction to the Women of India	Treasurer of the Bombay Branch of the National Association C/o Shri R.N. Bhavnagri S.B. Billimoria and Co. 113, M.G. Road, Bombay-1	5-Year P.O.T.D	2,48,100 00	2,48,100 00	6,504 20
28	Rustomji Jamsetjee Jeejeebhoy Gujarati School Fund	Secretary, Sir J.J. Parsee Benevolent Institution, 209, Dr. D.N. Road, Fort, Bombay	5-Year P.O.T.D	72,000 00	72,000 00	1,080 00
29.	King Edward Memorial Fund maintained by Ex-Sangli State.	Director of Education, Maharashtra State, Pune	5-Year P.O.T.D.	50,300.00	50,300 00	744 00

7	8	9	10	11	12	
(gg) 3,61,634.88	5,74,878 98	Interest remitted Fee paid to Govt Other payments I.T.D.C @ 10%	2,10,804.70 2,133 40 3,61,600.00 306.00 5,74,843.10	34 88	(gg) Re-payment proceeds of (1) 3% Loan 1996-97 of Rs 6,900/- (2) 5-Year P.O.T.D. for Rs. 2,97,200/- (3) Rs.39,000 (4) Rs.9,400/- (5) Rs. 9,000/- and (6) out of Rs.104/-the sale proceeds of Right after on—13— Ordinary Shares of State Bank of India an amount of Rs.100/-has been re-invested into 5-Year POTD.	26
(hh) 2,48,100.00	2,54,604.20	Interest remitted Fee paid to Govt. I.T.D. @ 10% Other payments	6,112.20 65 00 327.00 2,48,100.00 2,54,604.20		(hh) Re-payment proceeds of 3% Conv. loan 1946 for Rs.2,18,100/-and 5-Year P.O.T.D. for Rs.30,000/-has been re-invested in 5-Year P.O.T.D.	27
(ii) 72,000 00	73,080 00	Interest remitted Fee paid to Govt. I.T.D. —10% Other payments	961.00 11.00 108.00 72,000 00 73,080.00		(ii) Re-payment proceeds of 3% Conv. Loan 1946 for Rs.72,000/-has been re-invested into 5-Year POTD.	28
(lj) 50,300 00	51,044 00	Interest remitted Fee paid to Govt. I.T.D.—10% Other payments	662.92 7.08 74.00 50,300.00 51,044.00		(jj) Re-payment proceeds of 3% loan 1896-97 for Rs.1,200/-and 3% Conv. loan 1946 for Rs.49,100/-has been re-invested into 5-Year P.O.T.D	29

1	2	3	4	5	6
30. C.P. & Berar King Edward Memorial Society Fund	Secretary to the Governing Body of the King Edward Memorial Society Nagpur.	5-Year P.O.T.D.	4,47,700.00	4,47,700.00	25,753.90
31. C.P. Agriculture and Industrial Improvement Fund.	Secretary to the Governing Body of the Society of Agriculture and Industries Nagpur.	5-Year P.O.T.D.	1,29,900.00	1,29,900.00	2,495.75
32. A Gardiner Memorial Scholarship Fund.	Bishop of Nagpur	5-Year P.O.T.D.	4,200.00	4,200.00	455.55
33. Saubhagyawati Keshnabai Bal Krishna Sule prize Fund.	Appointment of the Administrator is under consideration of Education Deptt. Madhya Pradesh.	5-Year P.O.T.D.	200.00	200.00	23.67
34. R.B. Bhanduji Janardhan Chaudal Prize Fund.	Appointment of the Administrator is under consideration of Education Deptt., Madhya Pradesh.	5-Year P.O.T.D.	900.00	900.00	106.48

7	8	9	10	11	Case No
(kk) 2,61,800.00	2,87,553.90	Interest remitted Fee paid to Govt. I.T.D.—10% Other payments	25,132.71 257.19 364.00 2,61,800.00 <hr/> 2,87,553.90	(kk) Re-payment proceeds of 3% loan 1996-97 for Rs.19,000/-and 3% Conv. loan 1946 for Rs.2,42,800/- have been re-invested into 5-Year P.O.T.D.	30
(ll) 1,29,900.00	1,32,395.75	Interest remitted Fee paid to Govt. I.T.D.—10% Other payments	2,284.75 25.00 186.00 1,29,900.00 <hr/> 1,32,395.75	(ll) Re-payment proceeds 3% Conv. loan 1946 for Rs.1,24,000/-and 5-Year POTD for Rs.5,900/-have been re-invested in 5-Year POTD.	31
(mm) 400.00	855.55	Interest remitted Fee paid to Govt. I.T.D.—10% Other payments	449.55 5.00 1.00 400.00 <hr/> 855.55	(mm) re-payment proceeds of 3% Conv. loan 1946 for Rs.400/-has been re-invested in 5-Year P.O.T.D.	32
(nn) 90.06	113.73	Interest remitted Fee paid to Govt.		(nn) Represents : Opening balance.	33
(oo) 415.36	521.84	Interest remitted Fee paid to Govt.	<hr/> 1.00 <hr/> 1.00	(oo) Represents : Opening balance.	34

1	2	3	4	5	6
				Rs.	Rs.
35. Browing Scholarship and Browing Teachers Scholarships Fund	Collector, Nagpur	5-Year Post Office Time Deposit.		13,800.00	13,800.00
36. The George Prize Fund	Conservator of Forests, North Chandrapur Circle Chandrapur.	5-Year P.O.T.D.		1,200.00	1,200.00
TAMILNADU					
1. Victoria Jubilee Scholarship Endowment Fund at Mangalore.	A Committee consisting of (1) Dt. Judge, South Kanara (2) President, District, Board, S. Kanara (3) The Chairman, Municipal Council, Mangalore and (4) District Educational Officer, South Kanara with the District Judge, South Kanara as President	5-Year P.O.T.D.		35,400.00	35,400.00
2. Jonnagadla Rangiah Chetty Collegiate Scholarship Endowment Fund at Madras.	The Director of Collegiate Education, Madras.	5-Year P.O.T.D. 6-3/4% T.N. Loan 1992 6-1/2% Tamil Nadu Loan 1989. 5-3/4% Loan 2001 7-1/2% Govt. of India Loan 2010.		45,400.00 3,200.00 400.00 2,700.00 9,200.00	35,400.00 3,200.00 400.00 2,700.00 60,900.00
					531.00 36.00 531.00 3,002.19

7	8	9	10	11	Case No.
(pp) 13,800.00	14,211.05	Interest remitted Fee paid to Govt. I.T.D. —10% Other payments	390.05 4.00 17.00 13,800.00	(pp) Re-payment proceeds of 3% Conv. loan 1946 for Rs.11,600/- and 5-Year POTD for Rs.2,200 have been re-invested in 5-Year POTD.	35
			14,211.05		
(qq) 2,391.05	2,427.05	Interest remitted Fee paid to Govt. I.T.D. —10% Other payments	.. .. 4.00 1,200.00	(qq) Represents : Opening balance Rs.1,191.05 and re-payment proceeds of 3%Conv. loan 1946 for Rs.1,200/-have been re-invested in 5-Year P.O.T.D.	36
			1,204.00		
(rr) 2,178.74	2,709.74	Interest remitted Fee paid to Govt.	1,200.00 5.31	(rr) Represents: Opening balance 1,938.74	1
			1205.31	Other receipts 240.00	
				2,178.74	
(ss) 4,968.80	7,970.99	Interest remitted Fee paid to Govt.	.. 30.02	(ss) Represents Opening balance 4,741.80 Refund of 227.00 Income-Tax	2
			30.02		
				4,968.80	

1	2	3	4	5	6
3	Grigg Memorial Endowment Fund at Madras	The Director of School Education Madras & the Collector of Madras	5-Year Post Office Time Deposit 7% Govt of India Loan, 2010	12,600 00 2,600 00	15,200 00 166 05
4	J M Bourne Memorial Endowment Fund at Madras	The Chief Engineer of the Southern Railway, Madras	5-Year P.O T D 7-1/2M Govt of India Loan, 2010	1,600 00 1,200 00	2,800 00 2 26 65
MADHYA PRADESH					
1.	Nawab Sultan Jahan Begum Education Endowment, Bhopal	Broad of Governors consisting of the following :— (1) His Highness Sikan-der Saulat Ifukharul Mulk Nawab Moham-mad Hamidullah Khan (2) Shri Mahabir Prasad Verma/formerly Judge of the Bhopal High Court. (3) Shri Mohammed Ahmed Ansary formerly Judge of the Bhopal H Court (4) Colonel, Yameenul Mulk Nawabzada Rashiduz-Zafar Khan Bahadur, and (5) Matamid-ul Insha Aali Quadar Shri Syed Mashuq Ali Secretary Sarf-e-Khas of His Highness the Nawab of Bhopal.	3% Conversion loan 1946 3,820 unit in the unan Trust of India	9,24,400 00 3,82,000 00	13,06,400 00 54,499 00
7	8	9	10	11	Case No
(tt)	4,301 22	4,767 27	Interest remitted Fee paid to Govt.	4 66 4 66	4 762 61 (tt) Represents 4,261 22 Opening Balance 40 00 Refund of IT 4,301 22 The interest shown (under column 6) is exclusive of Income-tax and Surcharge deducted at source.
(uu)	737 84	964 49	Interest remitted Fee paid to Govt	175 00 2 26 177 26	787.23 (uu) Represents Opening 704 84 Opening balance 33 00 Refund of IT 737 84 The interest shown (under column 6) is exclusive of Income-tax and Surcharge deducted at source.
(vv)	9,24,489.18	9 78,988 18	Interest remitted Fee paid to Govt	53,835 09 663 91 54,499 00	9,24,489 18 (vv) Re-presents Opening balance of Rs.89 18 to- wards unspent balance of 4% M.P. Loan 1971 and the repayment proceeds of 3% Conv loan 1946 of Rs 9,24,400 00 The interest shown (under column 6) is exclusive of Income-tax and Surcharge deducted at source

1	2	3	4	5	6
2. Rani Chandra Thakur Prize Fund	Secretary Board of Secondary Education, M.P. Bhopal.	3% Conversion Loan 1946	500.00	500.00	6.50
3. Hardinge Medal Fund	Director of Public Instructions, M.P. Bhopal.	3% Conversion Loan 1946	2,100.00	2,100.00	28.50
4. Meyhew and Spence Silver Medal Fund.	District Education Officer Bilaspur	8-3/4% M.P.S.D. Loan 2000	500.00	500.00	38.80
5. Pandit Prem Shanker Ganga Shanker Thakur Scholarship Fund.	Chief Executive Officer, Janapada Sabha, Damoh.	3% Conversion Loan 1946	7,100.00	7,100.00	95.50
6. Rewa Shankar Pandya High School Scholarship Fund.	Divisional Superintendent of Education, Jabalpur.	3% Conversion Loan 1946	5,000.00	5,000.00	68.00
7. Laxmibai Scholarship Fund.	District Educational Officer, Jabalpur.	3% Conversion Loan 1946	2,600.00	2,600.00	35.00

7	8	9	10	11	Case No.
Rs.	Rs.		Rs.		
(ww) 500.00	506.50	Interest remitted Fee paid to Govt.	6.42 0.08 <u>6.50</u>	500.00	(ww) Re-presents the repayments proceeds of Conv. loan 1946. The interest shown (under column 6) is exclusive of income-tax and surcharge deducted at source. 2
(xx) 2,100.00	2,128.50	Interest remitted Fee paid to Govt.	28.18 0.32 <u>28.50</u>	2,100.00	(xx) Re-presents the repayment proceeds of 3% Conv. loan 1946. The interest shown (under column 6) is exclusive of income-tax and surcharge deducted at source. 3
(yy) 95.72	134.52	Interest remitted Fee paid to Govt.	38.36 0.44 <u>38.80</u>	95.72	(yy) Represents opening balance towards unspent balance of 4% M.P. Loan 1971. The interest shown (under column 6) exclusive of income-tax and surcharge deducted at source. 4
(zz) 7,100.00	7,195.50	Interest remitted Fee paid to Govt.	94.43 1.07 <u>95.50</u>	7,100.00	(zz) Re-presents the repayment proceeds of 3% Conv. loan 1946. The interest shown (under column 6) is exclusive of income-tax and surcharge deducted at source. 5
(i) 5,000.00	5,068.00	Interest remitted Fee paid to Govt.	67.25 0.75 <u>68.00</u>	5,000.00	(i) Re-presents the repayment proceeds of 3% conv. loan 1946. The interest shown (under column 6) is exclusive of income tax and surcharge deducted at source. 6
(ii) 2,600.00	2,635.00	Interest remitted Fee paid to Govt.	34.61 0.39 <u>35.00</u>	2,600.00	(ii) Re-present the repayment proceeds of 3% Conv. loan 1946. The interest shown (under column 6) is exclusive of income-tax and surcharge deducted at source. 7

1	2	3	4	5	6	7
				Rs	Rs	Rs
<i>Allahabad</i>						
4.	Rew Scholarship Endowment Trust.	Principal, Government Inter College, Allahabad.	3% Conversion Loan, 1946	4,100.00	4,100.00	61.50
5.	Panna Scholarship Endowment Trust	Director of Education U.P. Allahabad.	3% Conversion Loan, 1946	5,200.00	5,200.00	78.00
6.	Vizianagram Scholarship Endowment Trust.	Principal, Govt. Inter-College, Allahabad.	3% Conversion Loan, 1946	14,800.00	14,800.00	222.00
7.	Vizianagram Scholarship Endowment Trust.	Register, Allahabad University, Allahabad.	3% Conversion Loan, 1946	26,000.00	26,000.00	390.00
<i>Varanasi</i>						
8.	Sadholal Scholarship Endowment Trust.	Up-Kulpati, Varanaseya Sanskrit Vishwavidyalaya Varanasi.	3% Conversion Loan, 1946	45,000.00	45,000.00	675.00
9.	Kathiawad Sanskrit Scholarship Endowment Trust	Do.	3% Conversion Loan, 1946	9,100.00	9,100.00	136.50
10.	Rewa Scholarship Endowment Trust.	Principal, Government Higher Secondary School Varanasi.	3% Conversion Loan, 1946	5,800.00	5,800.00	87.00
11.	Nagri Pracharini Sabha Endowment Trust.	Secretary, Nagri Pracharini Sabha, Varanasi.	3% Conversion Loan, 1946	1,63,100.00	1,63,100.00	2,446.50
7	8	9	10	11	Case No.	
...	61.50	Interest remitted Fee paid to Govt.	Rs. 60.88 0.62	...	4	
			61.50			
...	78.00	Interest remitted. Fee paid to Govt.	77.22 0.78	...	5	
			78.00			
...	222.00	Interest remitted Fee paid to Govt.	219.78 2.22	...	6	
			222.00			
...	390.00	Interest remitted Fee paid to Govt.	386.10 3.90	...	7	
			390.00			
...	675.00	Interest remitted Fee paid to Govt.	668.25 6.75	...	8	
			675.00			
...	136.50	Interest remitted. Fee paid to Govt.	135.13 1.37	...	9	
			136.50			
...	87.00	Interest remitted Fee paid to Govt.	86.13 0.87	...	10	
			87.00			
...	2,446.50	Interest remitted. Fee paid to Govt. Income-tax deducted at source	2,395.03 24.47 27.00	The interest shown (under Col. 6) is exclusive of income-tax deducted at source.		11
			2,446.50			

1	2	3	4	5	6
				Rs.	Rs.
12.	Maharaj Kumar Sri Sudhansu Sekar Singh Deo their apparent of Soncpur Estate Orissa Medal Endowment Trust.	Vice-Chancellor, Varanasi Hindu University, Varanasi.	3% Conversion Loan, 1946	1,500.00	22.50
13.	Rani Bhuwan Raj Lakshmi Devi of Basti Endowment Trust.	Registrar, Banaras Hindu University, Varanasi.	3% Conversion Loan, 1946	7,300.00	109.50
<i>Pauri Garhwal</i>					
14.	Garhwal Kshatriya Education Trust Fund.	Secretary, Garhwal Kshatriya Education Trust Fund, Pauri Garhwal	3% Conversion Loan, 1946	51,800.00	777.00
<i>Lucknow</i>					
15.	Nagar Education Endowment Trust, Upper India, Lucknow.	Secretary, Nagar Education Endowment Trust, Lucknow	3% Conversion Loan, 1946 5-Years Post Office Time Deposit.	16,600.00 19,400.00	36,000.00 2,339.45
16.	Captain Kr. Inderjit Singh, M.C.I.M.S. Memorial Research Scholarship Endowment Fund.	Principal, Medical College, Lucknow.	3% Conversion Loan, 1946	1,06,000.00	1,599.00
<i>Mirzapur</i>					
17.	Gairaundi Kayashta Pathshala Endowment Trust.	A Committee of Management consisting of the Collector, Mirzapur, as Ex-Officio Chairman and Executors of the Estate of the late Munshi Binsdeshwari Prasad, Pleader.	3% Conversion Loan, 1946 5-Years Post Office Time Deposit.	1,600.00 7,550.00	9,150.00 837.55

7	8	9	10	11	Case No.
				Rs.	
...	22.50	Interest remitted. Fee paid to Govt.	22.27 0.23	...	12
			22.50		
...	109.50	Interest remitted. Fee paid to Govt.	108.40 1.10	...	13
			109.50		
...	777.00	Interest remitted Fee paid to Govt.	769.23 7.77	...	14
			777.00		
...	2,339.45	Interest remitted. Fee paid to Govt.	2,316.06 23.39	...	15
			2,339.45		
...	1,599.00	Interest remitted. Fee paid to Govt.	1,583.01 15.99	...	16
			1,599.00		
...	837.55	Interest remitted. Fee paid to Govt.	829.18 8.37	...	17
			837.55		

1	2	3	4	5	6
PONDICHERRY					
1. Dr. M.K. Ramanathan, Memorial Prize Fund.	Principal, Jawaharlal Institute of Post-graduate Medical Education and Research, Pondicherry.	5-Years Post Office Time Deposit.	1,000.00	...	...
2. Smt. Suseela Selvaradjaloue, Chettiar Memorial Prize Fund.	Principal, Jawaharlal Institute of Post-graduate Medical Education and Research, Pondicherry	5-Years Post Office Time Deposit.	1,000.00	...	...
3. Shri N. Selvaradjaloue, Chettiar Memorial Prize Fund.	Do.	5-Years Post Office Time Deposit.	1,000.00	...	...
7	8	9	10	11	Case No.
...	...	...	...	Action is being taken to realise	1
...	...	...	...	the interest.	2
..	...	...	...		3

PUNJAB

Pending apportionment of Securities relating to Central Charitable Endowment between India and Pakistan the list of securities could not be prepared.

Certified that the balance exhibited in Part II of the above Statement agree with the detailed records of the respective Endowment maintained by the Treasurer of Charitable Endowments for India.

[No. F. 1/1/87-TCE]

T.R. SHAHANI,
Treasurer of Charitable Endowment for India

उद्योग मंत्रालय

(सरकारी उद्यम विभाग)

नई दिल्ली, 17 दिसम्बर, 1987

का. आ. 47.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में निम्नलिखित कार्यालयों को, जिनके 80% कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:—

- (1) हिन्दुस्तान पेपर कारपोरेशन लिमिटेड, विशाल भवन, 95, नेहरू प्लेस, नई दिल्ली-110019.
- (2) भारत हेवी इलेक्ट्रिकल्स लिमिटेड, 18-20, कस्तूरबा गांधी मार्ग, नई दिल्ली-110001.

[सं. ई-11012(2)/85-हिन्दी]

आर.के. माथुर, उप सचिव

MINISTRY OF INDUSTRY

(Department of Public Enterprises)

New Delhi, the 17th December, 1987

S.O. 47.—In pursuance of sub-rule (4) of rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following Offices, the 80 per cent staff whereof have acquired a working knowledge of Hindi :—

- (1) Hindustan Paper Corporation Limited, Vishal Bhawan, 95 Nehru Place, New Delhi-110019.
- (2) Bharat Heavy Electricals Limited, 18-20, Kasturba Gandhi Marg, New Delhi-110001.

[No. E-11012(2)/85-Hindi]

R. K. MATHUR, Dy. Secy.

खाद्य और नागरिक पूर्ति मंत्रालय

(खाद्य विभाग)

नई दिल्ली, 18 दिसम्बर, 1987

आदेश

का.आ. 48.—फल उत्पाद आदेश, 1955 के खंड 3 के उप खंड (i) के अनुसरण में, केन्द्रीय सरकार भारत के राजपत्र, भाग 2, खण्ड 3, उपखण्ड (ii), दिनांक 24 मई 1986 में प्रकाशित भारत सरकार, खाद्य और नागरिक पूर्ति मंत्रालय (खाद्य विभाग) की अधिसूचना सं. का.आ. 2050 दिनांक 7 मई, 1986 से एतद्वारा निम्नलिखित संशोधन करती है।

2. उक्त अधिसूचना में क्रम सं. 1 और उससे संबन्धित प्रविष्टियों के लिए निम्नलिखित प्रविष्टियां प्रतिस्थापित की जाएंगी, अर्थात्:—

“1. श्री वी.के. दुग्गल, : अध्यक्ष”
संयुक्त सचिव,
खाद्य विभाग,
भारत सरकार,
कृषि भवन।

[सं० 9-28/85-एफ.एन. वी.-4/पी.डी.-2]

उ.र. कुर्लेकर, निदेशक

MINISTRY OF FOOD AND CIVIL SUPPLIES

(Department of Food)

New Delhi, the 18th December, 1987

ORDER

S.O. 48.—In pursuance of sub-clause (1) of clause 3 of the Fruit Products Order, 1955, the Central Government hereby makes the following amendment, with immediate effect, in the notification of the Government of India in the Ministry of Food and Civil Supplies (Department of Food) No. S.O. 2050 dated the 7th May, 1986 published in the Gazette of India, Part II Section 3, Sub-Section (ii) dated the 24th May, 1986.

2. In the said notification, for serial number 1 and entries relating thereto, the following entry shall be substituted, namely:—

“1. Shri V. K. Duggal, Joint Secretary, Department of Food, Government of India, Krishi Bhavan.—Chairman.”

(No. 9-28/85-FNB. IV/PD. II)

U. R. KURLEKAR, Director.

जल भूतल परिवहन मंत्रालय

(परिवहन पक्ष)

नई दिल्ली, 21 दिसम्बर, 1987

का.आ. 49.—चूंकि श्री एच० ओ० बोहरा जिन्हें तत्कालीन नौवहन और परिवहन मंत्रालय (परिवहन पक्ष) ने भारत सरकार की अधिसूचना संख्या का.आ. 535 (2) दिनांक 18 जुलाई 1985 द्वारा गोदी श्रमिकों तथा नौवहन कंपनियों के नियोजकों का प्रतिनिधित्व करने के लिए

काण्डला गोदी श्रमिक मण्डल के सदस्य के रूप में नियुक्त किया गया था ने उक्त मण्डल की सदस्यता से इस्तीफा दे दिया है।

अतः अब गोदी श्रमिक (रोजगार का विनियमन) नियम, 1962 के नियम 4 के अनुसरण में केन्द्रीय सरकार उक्त रिक्ति को अधिसूचित करती है।

[का.स. एन डी के/6/85-अ०स(थम)]

सुदेश कुमार, अवर सचिव

MINISTRY OF SURFACE TRANSPORT

(Transport Wing)

New Delhi, the 21st December, 1987

S.O. 49.—Whereas Shri H. O. Vora, appointed as a member of the Kandla Dock Labour Board representing the employers of Dock Workers and Shipping Companies by the notification of the Government of India in the erstwhile Ministry of Shipping and Transport, (Transport Wing), No. S.O. 535 (E), dated the 18th July, 1985, has resigned from the membership of the said Board;

Now, therefore, in pursuance of rule 4 of the Dock Workers (Regulation of Employment) Rules, 1962, the Central Government hereby notifies the said vacancy.

[F. No. LDK/6/85-US(L)]

SUDESH KUMAR, Under Secy.

संचार मंत्रालय

(अनुश्रवण संघटन)

नई दिल्ली, 27 नवम्बर, 1987

का.आ. 50:—केन्द्रीय सरकार, राजभाषा अधिनियम, 1976 (संघ के शासकीय प्रयोजनों के लिए प्रयोग) के नियम 10 के उप नियम (4) के अनुसरण में, अनुश्रवण संघटन, संचार मंत्रालय के उत्तर क्षेत्रीय मुख्यालय, नई दिल्ली को, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[सं. 9-मोन (10/82)]

एम.के. राव, निदेशक (बेतार अनुश्रवण)

MINISTRY OF COMMUNICATIONS

(Monitoring Organisation)

New Delhi, the 27th November, 1987

S.O. 50.—In pursuance of Sub-rule 4 of Rule 10 of the Official Languages (use for Official purposes of the Union) Rule, 1976, the Central Government hereby notify the Northern Regional Monitoring Headquarters, New Delhi, Monitoring Organisation, Ministry of Communications, where more than 80 per cent staff have acquired working knowledge of Hindi.

[No. 9-Mon. (10/82)]

M. K. RAO, Director (WM)

श्रम मंत्रालय

नई दिल्ली, 21 दिसम्बर, 1987

का. आ. 51.—केन्द्रीय सरकार को यह प्रतीत होता है कि निम्नलिखित स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध सम्बन्धित स्थापन को लागू किए जाने चाहिए:—

1. मैसर्स सी. वी. एल. इन्वैस्टमेंट्स लि., 48 पार्क स्ट्रीट द्वितीय खण्ड कलकत्ता-16
2. मैसर्स हल्दिया डवलपमेंट आथॉरिटी, दुर्गाचाक मिडनापुर
3. मैसर्स श्रीवायर प्रोडक्ट्स, 14ए सुरजा सैन रोड, आलम बाजार, कलकत्ता-35 और इसका 20वीं स्टेशन रोड धाकुरिया, कलकत्ता स्थित कार्यालय
4. मैसर्स सानदर्शन इन्डस्ट्रीज लि., 240वीं, ए. जे. सी. बोस रोड, चतुर्थ खण्ड कलकत्ता-20
5. मैसर्स डिपार्टमेंटल कैंटीन, निदेशक लेखा परीक्षा कार्यालय, केन्द्रीय का कार्यालय, 1 बी. बी. डी. बाग पूर्व (ओल्ड करन्सी बिल्डिंग) कलकत्ता-1
6. मैसर्स सारदा सिनेमा, पेरादंगा गोपालपुर पोस्ट आफिस प्रिती नगर जिला नादिया
7. मैसर्स मार्डन मैनेजमेन्ट संस्थान, 3 लाइडन स्ट्रीट कलकत्ता-17
8. मैसर्स मरफतिया एण्ड कम्पनी, 67-ए नेताजी सुभाष रोड, कलकत्ता-1
9. मैसर्स अरोडा वाक्स इन्डस्ट्रीज, 30/डी साहिब कृष्णा देव लेन, कलकत्ता-54 और इसका 8/एम जोगोडियन लेन कलकत्ता-54 स्थित कार्यालय
10. मैसर्स प्रदीप इन्डस्ट्रीज, 15, क्रीतीवास मुकर्जी रोड कलकत्ता-67 और इसकी 39, शम्भुनाथ पंडित स्ट्रीट कलकत्ता-25 स्थित शाखा

अतः केन्द्रीय सरकार उक्त धारा नियम की धारा 1, की उप धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापनों को लागू करती है।

[संख्या एस-35017(6)/87-एस. एस.-2]

MINISTRY OF LABOUR

New Delhi, the 21st December, 1987

S.O. 51.—Whereas it appears to the Central Government that the employers and the majority of employees in relation to the following establishments have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to their respective establishments, namely :—

1. M/S. C.B.L. Investment's Limited, 48, Park Street (2nd Floor), Calcutta-16.
2. M/S. Haldia Development Authority, Durgachak, Midnapur.

3. M/S. Shree Wire Products, 14-A, Surja Sen Road Alam Bazar, Calcutta-35, including its Office at 20B Station Road, Daakuria, Calcutta.
4. M/S. Sanderson Industries Limited, 240-B, A.J.C. Bose Road, 4th Floor, Calcutta-20.
5. M/S. Departmental Canteen, Office of the Director of Audit, Central, 1 B.B.D. Bag East, Old Currency Building, Calcutta-1.
6. M/S. Sarada Cinema, Payradanga Gopalpur, P.O. Priyagar District Nadia.
7. M/S. Institute of Modern Management, 3 London Street, Calcutta-17.
8. M/S. Marfatia and Company, 67-A, Netaji Subhash Road, Calcutta-1.
9. M/S. Aurora Box Industries, 30/D, Shibkrishna Daw Lane, Calcutta-54, including its office at 8/M Jogodyan Lane, Calcutta-54.
10. M/S. Paradeep Industries, 15, Kirtibash Mukherjee Road, Calcutta-67 including its branch at 39, Sambhunath Pandit Street, Calcutta-25.

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the above mentioned establishments.

[S-35017(6)/87-SS-II]

नई दिल्ली, 22 दिसम्बर, 1987

का. आ. 52.—केन्द्रीय सरकार ने कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के खण्ड (ग) के अनुसरण में डा. एम. डी. शैगल के स्थान पर डा. जी. के. विश्वकर्मा, महानिदेशक, स्वास्थ्य सेवा, भारत सरकार को कर्मचारी राज्य बीमा निगम के सदस्य के रूप में नामनिर्दिष्ट किया है :

अतः अब केन्द्रीय सरकार कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के अनुसरण में, भारत सरकार के श्रम मंत्रालय की अधिसूचना सं. का. आ. 545 (अ) दिनांक 25 जुलाई, 1985 में निम्नलिखित संशोधन करती है, अर्थात्:—

उक्त अधिसूचना में (केन्द्रीय सरकार द्वारा धारा 4 के खण्ड (ग) के अधीन नामनिर्दिष्ट) शीर्षक के नीचे मद 5 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जाएगी, अर्थात्:—

“डा. जी. के. विश्वकर्मा,
महानिदेशक, स्वास्थ्य सेवा,
भारत सरकार, नई दिल्ली।”

[सं. य.-16012/2/86—एस. एस.-1]

New Delhi, the 22nd December, 1987

S.O. 52.—Whereas the Central Government has, in pursuance of clause (c) of section 4 of the Employees State Insurance Act, 1948 (34 of 1948) nominated Dr. G. K. Vishwakarma, Director General of Health Services, as a member of the Employees' State Insurance Corporation, in place of Dr. M. D. Saigal;

2. Now, therefore, in pursuance of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in

the notification of the Government of India in the Ministry of Labour S.O. No. 545(E), dated the 25th July, 1985, namely:—

3. In the said notification, under the heading "(Nominated by the Central Government under clause (c) of section 4)", for the entry against Serial Number 5, the following entry shall be substituted, namely:—

"Dr. G. K. Vishwakarma,
Director General of Health Services,
Government of India,
NEW DELHI".

[No. U-16012/2/86-SS-I]

का. आ. 53.—केन्द्रीय सरकार को यह प्रतीत होता है कि निम्नलिखित स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध सम्बन्धित स्थापन को लागू किए जाने चाहिए:—

1. मैसर्स स्पेडिको इन्टरप्राइजिज समीप हयुम पाइप, डम्पिंग आफिस, साकची, जमशेदपुर
2. मैसर्स राम किशोर गुप्ता एण्ड कम्पनी, आउटर सर्कल रोड, साकची, जमशेदपुर

अतः केन्द्रीय सरकार उक्त धारा नियम की धारा 1, की उप धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापनों को लागू करती है।

[संख्या एस-35019(52)/87-एस. एस.-2]

S.O. 53.—Whereas it appears to the Central Government that the employers and the majority of employees in relation to the following establishments have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to their respective establishments, namely:—

1. M/S. Spdeco Enterprises, Near Hume Pipe Dumping Office, Sakchi, Jamshedpur.
2. M/S. Ram Kishore Gupta and Company, outer Circle Road, Sakchi, Jamshedpur.

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the above mentioned establishments.

[S-35019(52)/87-SS.II]

का. आ. 54.—केन्द्रीय सरकार को यह प्रतीत होता है कि निम्नलिखित स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध सम्बन्धित स्थापन को लागू किए जाने चाहिए:—

1. मैसर्स श्री दुर्गा इंजीनियरिंग कम्पनी, 28 घनश्याम नगर, भड़ौच
2. मैसर्स हिन्दुस्तान मागकोबार कैमीकल्स लि., 208/1 जी आई डी सी, इन्डस्ट्रीयल एरिया, पनोली-394115 जिला भड़ौच

3. मैसर्स यूनिवर्सल इन्सुलेशन कम्पनी, 7 चन्द्रानगर सोसाइटी, सेवाश्रम अस्पताल के सामने, भड़ौच-1

4. मैसर्स आर सी गुर्जर, 6 कृष्णा नगर सोसाइटी, भड़ौच

अतः केन्द्रीय सरकार उक्त धारा नियम की धारा 1, की उप धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापनों को लागू करती है।

[संख्या एस-35019(51)/87-एस. एस.-2]

S.O. 54.—Whereas it appears to the Central Government that the employers and the majority of employees in relation to the following establishments have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to their respective establishments, namely,

1. M/s. Shri Durga Engineering Company, 28, Ghanashyam Nagar, Bharuch.
2. M/S. Hindustan Magcobar Chemicals Limited, 208/1, G.I.D.C. Industrial Area, Panoli-394115 District Bharuch.
3. M/S. Universal Insulation Company, 1, Chandranagar Society, Opp. Sevashram Hospital Bharuch-1.
4. M/S. R. C. Gurjar, 6, Krishnanagar Society, Bharuch.

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the above mentioned establishments.

[S-35019(51)/87-SS-II]

नई दिल्ली, 28 दिसम्बर, 1987

का. आ. 55.—केन्द्रीय सरकार को यह प्रतीत होता है कि निम्नलिखित स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध सम्बन्धित स्थापन को लागू किये जाने चाहिए:—

1. मैसर्स सुभद्रा एजेंसीज, एजेंट्स आन्ध्र प्रदेश एण्ड इन्डियन एक्सप्रेस बसन्त रोड, विजयवाड़ा-2
2. मैसर्स हैदराबाद स्टेडी सर्कल 1-2-365/25/सी डोनाल्डगुडा, हैदराबाद ।

अतः केन्द्रीय सरकार उक्त धारा नियम की धारा 1, की उपधारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापनों को लागू करती है।

[संख्या एस-35019 (55)/87-एस.एस.-2]

New Delhi, the 28th December, 1987

S.O. 55.—Whereas it appears to the Central Government that the employers and the majority of employees in relation to the following establishments have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to their respective establishment, namely:—

1. M/s. Subhadra Agencies Agents Andhra Pradesh and Indian Express, Besant Road, Vijayawada-2.

2. M/s. Hyderabad Study Circle 1-2-365/25/C,
Domalguda, Hyderabad.

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act, to the above mentioned establishments.

[No. S-35019(55)/87-SS. II]

का. आ. 56.—मैसर्स आसर्वा मिल्ज, आसर्वा रोड, अहमदाबाद-380016 (जी. जे. /274) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 69 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप महवद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रदत्त शक्तियाँ का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन के छूट देती है।

अनुसूची

उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, गुजरात को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खण्ड क के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रणामन में, जिसके अन्तर्गत लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे, बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस / नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त गुजरात, के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय, जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशिनियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके

हकदार नाम निर्देशितियों/विधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/131/87-एस.एस.-2]

S.O. 56.—Whereas Messrs. Asarwa Mills, Asarwa Road, Ahmedabad-380016 (GJ/274) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the condition specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such return to the Regional Provident Fund Commissioner Ahmedabad and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Ahmedabad and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/131/87-SS-II]

का.आ. 57.—मैसर्स मदुरा कोटस लि., (टैक्सटाइल इ. डिविजन) 22/1 एम.जी. रोड, पो. बाक्स नं. 5145, बंगलौर (के.एन./7318) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिये आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इस से उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिये उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त बंगलौर को ऐसी विवरणियां भेजेगा

और ऐसे लेखा रखेगा तथा निरीक्षण के लिये ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खण्ड-क के अधीन समय समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं, तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उक्त रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त बंगलौर के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/135/87-एस.एस०-2]

S.O. 57.—Whereas Messrs. Madura Coats Limited, (Textile Engg. Div) 22/1, M.G. Road, P.B. No 5145 Bangalore-1 (KN/7318) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section 17 of the said Act and subject to the condition specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Bangalore and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Bangalore and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of the deceased members who would have been covered under the said Scheme but for the grant the said Scheme but for of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/135/87-SS-II]

का.आ. 58.—मैसर्स भारत ओटो इन्टरप्राइजिज लकीपेट, विजयवाड़ा-520010 कृष्णा जिला, आन्ध्रा प्रदेश (ए.पी./3812) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि, और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इस में इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की

उपधारा (2क) के अधीन छूट दिये जाने के लिये आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का गृहय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों में अधिक अनुमूल है जो कर्मचारी निक्षेप सहवृद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिये उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक निधि आयुक्त गुन्डूर (अ.प्र.) को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिये ऐसी सुविधायें प्रदान करेगा, जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 को उपधारा 3-क के खण्ड-क के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जायेगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम

के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी घात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त गुन्टूर (अ.प्र.) के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का सदाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सदाय में किये गये किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशिनियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के सदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्दार नाम निर्देशिनियों/विधिक वारिसों को बीमाकृत रकम का सदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम में बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/137/87-एस.एस.-2]

S.O. 58.—Whereas Messrs Bharat Auto Enterprises, Labbipet, Vijayawada-520010, Krishna District, Andhra Pradesh (AP/3812) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employee's Provident Funds and

Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the condition specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Guntur (Andhra Pradesh) maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Guntur (Andhra Pradesh) and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominee or the legal heirs of deceased members who would have been covered under the said Scheme but for grant the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S 35014/137/87-SS-II]

का.आ. 59—मैसर्स मदुरा कोटम लि., 22/1 महात्मा गांधी रोड, पो.बा. नं. 5145, बंगलूर-1 (के. एन./4293) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2-क के अधीन छूट दिये जाने के लिये आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिये उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, बंगलूर को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिये ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खण्ड-क के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया

जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा दिया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, जब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, बंगलूर के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने में पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगन हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यक्तिगत दशा में उन मृत सदस्यों के नाम-निर्देशनितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशनितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/133/87-एस एस -2]

S.O. 59.—Whereas Messrs Madura Coats Limited, 22/1, Mahatma Gandhi Road, P.B. No. 5145, Bangalore-I (KN/4293) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the condition specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Bangalore and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Bangalore and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/133/87-SS-II]

का. आ. 60:—मसर्स गुजरात एगो इन्डस्ट्रीज कारपोरेशन लि., एगो सविस् कम्पलैक्स, गोंडल (जी. जे./6651-बी) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2-क के अधीन छूट दिये जाने के लिए आवेदन कि है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहयोग बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं

अन' केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2 क द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और इसमें उपावद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहने हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिये उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त गुजरात को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खण्ड-क के अधीन समय समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों संदाय आदि भी है होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित समूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाना है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों में अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती को

प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाना है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाने हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियम तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्ययगत हो जाने दिया जाना है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस.-35104/132/87-एस. एस.-2]

S.O. 60.—Whereas Messrs Gujarat Agro Industries Corporation Limited, Agro Service Complex, Gondal (GJ/6651-B) (hereinafter referred to as the said establishment) have applied for exemption under sub section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in employment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the condition specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Gujarat and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of return, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund of the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominee or the legal heirs of the deceased members who would have been covered under the said Scheme but for grant the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/132/87-SS-II]

का. आ. 61:—मैसर्स भदुरा कोटस लि., 22/1 महात्मा गांधी रोड, पो. वा. नं. 5145, बंगलौर-1 (के. एन. / 9866) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहवृद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपावृद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त बंगलौर को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खण्ड-क के अधीन समय समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त बंगलौर के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगन हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके

हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस.-3514/134/87-एस. एस.-20]

S.O. 61.—Whereas Messrs Madura Coats Limited, 22/1, Mahatma Gandhi Road, P.B. No. 5145, Bangalore-1 (KN/9866) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme).

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the condition specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Bangalore and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Bangalore and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/134/87-SS-II]

का. आ. 62--मैगर्न दि धुलिया डिस्ट्रिक्ट सेन्ट्रल को. ओ. बैंक लि. गन्ड बाग, पो. बा. नं. 3, धुलिया और उसकी शाखाएं जो कोड नं. (एम. एच./6889) के अधीन हैं। (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किंगी पृथक अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहज बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुजेय है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा—2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपान्वद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त बम्बई को ऐसी विवरणियां भेजेगा और

ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खण्ड-क के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियां का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण, निरीक्षण प्रभागों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उक्तमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि किये जाने की व्यवस्था करेगा जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुजेय हैं।

7. सामूहिक बीमा स्कीम में किसी वान के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के प्रीमियम संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होनी जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त बम्बई के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस.-35014/139/87-एस. एस.-2]

S.O. 62.—Whereas Messrs The Dhulla District Central Co-operative Bank Limited, Garud Bang, Post Box No. 3, Dhulia and its branches covered centrally under code No. (MH/6889) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the condition specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Bombay and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Bombay and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/139/87-SS-II]

का.या. 63.—मैसर्स सुदर्शन प्लाईवुड इण्डस्ट्रीज लि. "वाइट हाऊस" 119 पार्क स्ट्रीट, ए ब्लॉक, चौथी मंजिल, कलकत्ता (डब्ल्यू.वी./24635) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा

17 की उपधारा 2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए, ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976) जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त पश्चिम बंगाल को ऐसी विवरणियां भेजेगा और ऐसे लेखा ग्वेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3क के खण्ड-क के अधीन समय समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जायगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, इसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से

बृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त पश्चिम बंगाल के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उक्त सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये बिना किसी व्यतिरिक्त की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/140/87-एस एम 2]

S.O. 63.—Whereas Messrs Sudershan Plywood Industries Limited, "White House" 119, Park Street, A-Block (4th Floor) Calcutta-700016 (WB/24635) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (Hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the condition specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, West Bengal and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, West Bengal and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of insurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/140/87-SS-II]

का.आ. 64.—मैसर्स जिला को.ओ. लैण्ड डेवलपमेंट वैंक लि., गुरुनानक मार्किट माधवनगर, उज्जैन (एम पी / 1850) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2क के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976) जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन अनुजेय हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन में छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्रिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3क के खण्ड-क के अधीन समय-समय पर निर्रिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुशेष हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियुक्त करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिगत दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अंतर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा स्कीम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/138/87-एसएस-2]

S.O. 64.—Whereas Messrs District Co-operative Land Development Bank Limited, Guru Nanak Market, Madhav Nagar, Ujjain (MP/1850) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (Hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the condition specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of account, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable had been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/138/87-SS-II]

का. आ. 65.—मैसर्स टी. बी. एस. इलेक्ट्रॉनिक्स प्रा. लि. 44, मिलर रोड, बंगलौर-560052, (के. एन. / 11168 (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिवाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है,

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त कर्नाटका को ऐसी विवरणियां भेजेगा और ऐसे लेखा रवेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खंड-क के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वांछित आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त कर्नाटका के पूर्व अनुमोदन बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस

स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाने हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है तो पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्ययक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उस स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता में और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर मुनिश्चित करेगा।

[संख्या एस-35014/136/87-एस. एस-2]

S.O. 65.—Whereas Messrs L.V.S. Electronics Private Limited, 44, Miller Road, Bangalore (KN/11168) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the condition specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Karnataka and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith translation of the salient features thereof, in the language of the majority of the employees

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5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment for the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect

[No S-35014/136/87 SS-II]

का.आ. 66 --केंद्रीय सरकार को यह प्रतीत होता है कि निम्नलिखित स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध सम्बन्धित स्थापन को लागू किये जाने चाहिएं --

1. मेसर्स महागज सावन मित्र चैरिटिविज हॉस्पिटल व्याम कस्बा, अमृतसर
2. मेसर्स मोकर इन्टरनेशनल प्रार्थिवेट लि वस्ती मिक्ख रोड, जोवालि जालन्धर।
3. मेसर्स दी शिमला अरवन को-ओपरेटिव बैंक लि मिडिल बाजार, शिमला-1।
4. मेसर्स यूनाइटेड वाच कंसिज लि एम सी ओ, 107-110 सेक्टर 17-बी, चन्डीगढ़।

5. मैसर्स इन्डस्ट्रीयल इन्जीनियर्स एण्ड फैब्रीकेटर्स प्राइवेट लि., कोठी नं. 222, सेक्टर 37-ए चण्डीगढ़ और इसकी (1) रोपड़ थर्मल प्लांट रोपड़ (2) ग्राम छोटाली रोपड़ (3) मिल्क फिड थाईना-की-ब गार, गुरदासपुर (4) 62 राम दरबार, चण्डीगढ़ स्थित शाखाएं।

अतः केन्द्रीय सरकार उक्त धारा नियम की धारा 1, की उपधारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापनों को लागू करती है।

[संख्या एस-35019(54)/87-एस.एस-2]

S.O. 66.—Whereas it appears to the Central Government that the employers and the majority of employees in relation to the following establishments have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to their respective establishments, namely,

1. M/s. Maharaj Sawan Singh Charitable Hospital Beas District Amritsar.
2. M/s. Soccer International (Private) Limited, Basti Sheikh Road, Jaawal, Jalandhar.
3. M/s. The Shimla Urban Co-operative Bank Limited, Middle Bazar, Shimla-1.
4. M/s. United Watch Cases Limited, SCO. 107-110, Sector: 17-B, Chandigarh.
5. M/s. Industrial Engineers and Fabricators (Private) Limited, Kothi No. 222 Sector 37-A Chandigarh and its branches at (1) Ropar Thermal Plant Ropar (2) Village Chautali, Ropar (3) Milkfed Ghaina-ke-Bangar, Gurudaspur and (4) 62, Ram Darbar, Chandigarh.

Now therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the above mentioned establishments.

[S-35019(54)/87-SS II]

का.आ. 67:—केन्द्रीय सरकार को यह प्रतीत होता है कि निम्नलिखित स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध संबंधित स्थापन को लागू किये जाने चाहिए:—

1. मैसर्स काथिक एण्ड कम्पनी, 134, थाम्बू चेट्टी स्ट्रीट, मद्रास-1
2. मैसर्स जय कृष्णा ट्रान्सपोर्ट, 39, थाम्बू चेट्टी स्ट्रीट, मद्रास-1
3. मैसर्स प्रेसेमेक, 178, रोयापेट्टा हाई रोड, मादुरापोर, मद्रास-4
4. मैसर्स राजेश्वरी इंटर प्राइजिज, 11, II मेन रोड, गांधी नगर, मद्रास-20
5. मैसर्स टोगोडो टूल्स, 34 सरदार पटेल रोड, गुड्डी, मद्रास-32

6. मैसर्स एस.ए.पी. मनी इंजीनियरिंग कन्स्ट्रक्टर, मेन रोड, नुनगामवाक्कम, मद्रास-34

7. मैसर्स मैटालिक बिलो (इ) प्राइवेट लि., इस्ट कोप्ट रोड, बिदुवनकम, मद्रास-41

8. मैसर्स वी.पी. लुब्रीकेन्ट्स 4 एम एफ (डबलपड प्लाटस) (सी आई पी ई टी) के पीछे इन्डस्ट्रीयल स्टेट, इक्काडुथागल, मद्रास-97

9. मैसर्स बाई-152, माइलोडी मिल्क प्रोड्यूसर कोपरेटिव सोसाइटी, माइलोडी पोस्ट 629403, कन्याकुमारी जिला

10. मैसर्स ए सावरिया पिटचार्ड, 19 बिक्टोरिया स्ट्रीट, ट्यूटीकोरिन

11. मैसर्स पी एस टी एस श्रीधीराथानाम एण्ड सन्स, 22, साऊथ राजा स्ट्रीट, ट्यूटीकोरिन-628001

12. मैसर्स इन्स्टीच्यूट आफ रोड एण्ड ट्रान्सपोर्ट टेक्नोलोजी इरोड-638316

13. मैसर्स नैशनल आयल मिल्स, 20 पालाकाए रोड, माइलामचन्डी, त्रीची

14. मैसर्स ए अमीरुनासिया एण्ड सक्किला बानू नं. 17, पालाकाराई रोड, त्रीची

15. मैसर्स एस. के. एम. इन्जीनियरिंग प्राइवेट लि., नानजय उत्थूकुलई पोस्ट आफिस मोडाकुलचि प्रियर जिला

16. मैसर्स श्री अमान कलैन्डरिंग मिल्स, 34-सी 8, कावेरी रोड, विरापानचातराम इरोड-4 प्रियर जिला

17. मैसर्स वा पुडुपाल कोपरेटिव मिल्क प्रोड्यूसर्स सोसाइटी लि., नं. टी पी डी-45 पुडुपाडियम पोस्ट (विया) अर्काट एन ए जिला

18. मैसर्स तमिलनाडु पेन्सिल इन्डस्ट्रीज-1-1 इन्डस्ट्रीयल स्टेट नागोरे-2

अतः केन्द्रीय सरकार उक्त धारा नियम की धारा 1 की उपधारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापनों को लागू करती है।

[संख्या एस-35019(53)/87-एस.एस-2]

ए.के. भट्टारार्ड, अवर सचिव

S.O. 67.—Whereas it appears to the Central Government that the employers and the majority of employees in relation to the following establishments have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to their respective establishments, namely,

1. M/s. Karunk and Company, 134, Thambu Chetty Street, Madras-1.
2. M/s. Jai Krishna Transport, 39, Thambu Chetty Street, Madras-1.
3. M/s. Presmsec, 178, Royapattah High Road, Mylapore, Madras-4.

4. M/s. Rajeswari Enterprises 11, II Main Road, Gandhi Nagar, Madras-20.
5. M/s. Togado Tools, 34, Sardar Patel Road, Guindy, Madras-32.
6. M/s. S.A.P. Main Engineering Contractor, Main Road, Nungambakkam, Madras-34.
7. M/s. Mattalic Bellow (I) Private Limited, East Cost Road, Vettuvankeni Village, Injambakkam Madras-41.
8. M/s. Bee Pee Lubricants 4, MW (Developed Plots, (Behind CIPET) Industrial Estate, Ekkaduthangal, Madras-97.
9. M/s. Y-452, Mylaudy Milk Producers, Co-operative Society, Mylaudy Post, 629403, Kanyakumari District.
10. M/s. Savaria Pitchai, 19, Victoria Street, Tuticorin.
11. M/s. P.S.T.S. Thiraviarathanam and Sons, 22, South Raja Street Tuticorin-628001.
12. M/s. Institute of Road and Transport Technology, Erode-638316.
13. M/s. National Oil Mills, 20, Polakara Road, Mylamchandai, Trichy.
14. M/s. A. Amirunnisa and Shakila Banu, No. 17, Palakarai Road, Trichy.
15. M/s. SKM Farm Engineering Private Limited, Nanjai Uthukuli, Post Office, Modakkurichi, Periyar District.
16. M/s. Sri Amman Calendering Mills, 34-G8, Cauvery Road, Veerappanatham Erode-4, Periyar District.
17. M/s. The Pudupadi Co-operative Milk Producers Society Limited, No. T.P.D. 45, Pudupadi Post, (Via) Arcot N.A. District.
18. M/s. Tamil Nadu Pencil Industries-I, 1, Industrial Estate, Nagare-2.

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the above mentioned establishments

[S-35019(53)/87-SS-II]

A. K. BHATTARAI, Under Secy.

नई दिल्ली, 23 दिसम्बर, 1987

का. आ. 68.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, आयल एंड नेचुरल गैस कमीशन वेस्टर्न रीजन, बड़ौदा के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, अहमदाबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22/12/87 को प्राप्त हुआ था।

New Delhi, the 23rd December, 1987

S.O. 68.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Ahmedabad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Oil and Natural Gas Commission, Western Region, Baroda and their workmen, which was received by the Central Government on the 22nd December, 1987.

BEFORE SHRI G. S. BAROT, PRESIDING OFFICER,
INDUSTRIAL TRIBUNAL (CENTRAL) AT
AHMEDABAD

Reference (ITC) No. 6 of 1982

Adjudication

BETWEEN

Oil and Natural Gas Commission, Western Region,
Baroda. ...First Party.

AND

Their workmen. ...Second Party.

In the matter of Drilling Allowance to the employees employed and posted in the Western Region, G.M.'s office, S & M Division and Central Workshop, Baroda.

APPEARANCES :

Shri M. J. Sheth, Advocate for the First Party.

Shri A. K. Clerk, Advocate for the Second Party.

AWARD

This is a reference made by the Government of India, Ministry of Labour, Constituting me as Presiding Officer of the Industrial Tribunal with headquarter at Ahmedabad, in exercise of the powers conferred by Section 7A and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act 1947. The reference is made by the Central Government Order No. L-30011(6)/81-D III(B) dt. 17-3-82, which relates to giving of Drilling Allowance to the employees employed and posted in the Western Region, G.M.'s Office, S&M Division and Central Workshop, Baroda.

2. The case of the union as it appears from the statement of claim is that the O.N.G.C. is a corporate body constituted under the ONGC Act, 1959. As far as the organisational set up is concerned it is divided into various regions, viz., Western Region, Eastern Region, Central Region and Off shore Region on administrative points and it functions all over the country; that the ONGC had introduced "Drill site Compensatory Allowance" vide Government of India, Department of Mines and Fuel, New Delhi's letter No. 3/3/56/ONG dt. 15-9-59 effective retrospectively from 1-8-59 for its staff actually working and residing within the limits of the drilling site so defined, that the said allowance was also subject to review and adjustment wherever free board or accommodation was provided to its staff at the notified drill site; that while implementing the said Government of India's order vide Commission's Office Order No. 8/87/59-ADM dt. 2-1-60 this allowance was extended to Ankleshwar and Combay in Western Region as these were the only work centres operating in those days in Western Region; that the Mazdoor Sabha is the recognised trade union of the ONGC which demanded extension of the benefit of drilling allowance for the staff posted at Baroda as far back as in 1967; but the management turned it down saying that it was admissible to only those exclusively sanctioned and/or working exclusively for particular drill sites within a project and therefore the employees at Baroda were not entitled to it; that the workers of the work centres at Baroda are therefore genuinely aggrieved and agitated in as much as the ONGC has adopted an adamant and discriminatory policy against them; that as far as Bombay Offshore Project, is concerned a clerk working in the air conditioned comforts in the city is getting drilling allowance, through the drilling operations of that project are carried out in the far flung areas of the Arabian sea in addition to the special allowance for hard duty. Similarly the staff working at Botawala chamber which is situated in the heart of the city, a shipping & transport office doing liaison work besides receiving and despatching of imported material to various projects/stores centres of the ONGC was not being paid drilling allowance even after the introduction of the same for the Bombay Offshore Project employees. However this benefit was later on extended to the staff working in the

transport office; that the staff at the Headquarters of Eastern Region which is similarly placed as the work centres at Baroda are being paid the drilling allowance from the very inception of that office. The pertinent question agitating the minds of the workers at Baroda is as to why this allowance should not be extended to the staff at Baroda also since the conditions of the work centres of this place are not different in essence, i.e. drilling and production activities are being carried out at a distance of not more than 40 to 80 Km. away from Baroda and at times the distance has been much less; that in fact this allowance has become part of wages of ONGC employees and it has become a component of the pay attached to the industry, that to get this allowance the employees need not necessarily be working exclusively in the projects as can be seen from the fact that the personnel working in Koylai Oil Terminal at Baroda are being paid drilling allowance; that the employees working at the Central Workshop at Baroda are looking after the repair work of all major drilling/mechanical equipments and fabrication work of work over rig which are required by the projects for drilling operations; that C & M Division (Baroda) is looking after the work of laying pipelines, well head installation to carry oil and natural gas from oil wells to group gathering stations and therefrom to refinery/consumer centres. It also looks after the work of maintenance of these pipelines. The Central Stores at Baroda issue stores requirements directly to the projects. Thus the employees at Baroda are also directly contributing to the drilling operations in the same way as their counterparts in the projects sites/offices and there is absolutely no difference in the nature of duty performed by staff posted in projects and their counterparts in the establishments at Baroda except for the drilling staff at the projects who are doing drilling operations; that the ONGC had unilaterally revised the rate of drilling allowance from 15 per cent to 20 per cent in lieu of house rent relief on the plea that the ONGC could not increase the House Rent Allowance due to restrictions and limitations imposed by the Government of India. While doing so, the authorities have forgotten the plight of 2000 and odd workers posted at Baroda who are reeling under the heavy burden of sky rocketing house rents and other items of daily use in this highly industrialised city; that the ONGC having huge profits has also the capacity to bear extra burden arising out of payment by way of drilling allowance to the employees at Baroda on par with their counterparts. It has therefore been prayed that the employees of the ONGC Regional office, Baroda, C & M Division, Baroda, Central Workshop, Baroda and the geophysical field parties at Baroda be paid drilling allowance at the rates applicable to projects in the ONGC Western Region from time to time. They have also demanded that the said allowance be paid retrospectively with effect from the date of reference.

3. On behalf of the ONGC, reply has been filed at ex. 10 wherein it has been contended inter alia that the present demand for drilling allowance is legally not maintainable because of the memorandum of settlement between the ONGC and the employees/associations/unions in 1976. It has been denied that each and every person employed in ONGC will be automatically entitled to drill site compensatory allowance. It has however been admitted that the 'Drill site compensatory allowance' is now known as 'drilling allowance' vide Commission's Office Order No. EP/47(4)/60 dt. 16-2-62 with effect from 1-3-62. With a view to grant this allowance exclusively to those persons where drilling was/is carried out. On the same analogy, it was extended to Assam in the eastern region and to Technical Training Institute, Cambay subsequently; that the intention of ONGC is to give this benefit to the persons posted at various projects irrespective of the fact whether he is working in office or at field; that the contention of the union that a man posted anywhere will be automatically entitled to drill site compensatory allowance is not correct; that the contention as to discrimination in payment of drilling allowance has been denied; that it is unfortunate that the union has neglected the Bipartite system of negotiation with the Management as a result of which, the conciliation had failed; further more, raising of dispute in such a manner is a flagrant violation of the terms and conditions contained in the terms of settlement dt. 22-11-79 and therefore in all fitness of things the union instead of going for litigation for grant of the allowance should have followed the path of bilateral negotiations. It was pointed out that the instructions for the grant of project/drilling allowance are

that the personnel should be employed against sanctioned post in the project concerned and/or should be working exclusively for any particular drill site or sites within a project. As the employees covered under the present reference are not posted against sanctioned post in a project and/or working exclusively for any particular drill site within the project they are not entitled to grant of drilling allowance. It was therefore submitted that the reference be rejected.

4. Both the sides have produced several documents. On behalf of the union several affidavits have been filed and the deponents have been cross examined on behalf of the ONGC. The ONGC has also examined one witness on its behalf.

5. I have heard Shri A. K. Clerk for the union and Shri M. J. Sheth for the ONGC. In support of the case advanced by the union Shri A. K. Clerk contended that the denial of the drilling allowance to the employees in the Baroda office is violative of Article 14 and 16 of the Constitution of India; when in all other offices the same is being paid. Shri Clerk further contended that the drilling allowance is not an allowance payable to employees who are actually involved in the drilling operation or working on drill site/sites or a project. Shri Clerk also contended that the evidence both documentary and oral shows that the drilling allowance is being paid to other employees like clerks who are working in the office. Shri Clerk further contended that this allowance is being paid at all places to technicians, Training Institute, Cambay and Regional Chemical Laboratory at Sibsagar as well as offices at Bombay and Nazara. According to Shri Clerk, the ONGC in 1987 accepted in principle to pay drilling allowance in three offices, viz., regional office at Madras, Calcutta and Institute of Research Studies at Ahmedabad. According to Shri Clerk therefore it is clear that the ONGC had not intended to pay this allowance on project site but irrespective of the duties, the same has been extended to all without any discrimination except the office at Baroda which is not in any way legal or proper. Shri Clerk therefore submitted that there is no justification at all in discriminating the workers working in the Baroda Office and there is no rationale or cogent reason whatsoever in doing so. Shri Clerk's next contention was that the office at Baroda has also to supervise the working of the projects under the said office. As against this, Shri Sheth appearing for the ONGC contended that there are various settlements entered into between the unions/association and the ONGC and considering the terms and conditions contained in the said settlements the present reference is not maintainable. Shri Sheth further contended that there is one settlement dt. 18-11-83 and according to clause 5 of the said settlement also this reference is not maintainable. Shri Sheth also contended that this dispute in question has been taken up by the joint committee which has granted drilling allowance at Calcutta, Madras as per the memorandum of understanding. It was also contended by Shri Sheth that drilling allowance is given only where the workmen concerned are working or connected with the project. In support of this contention it was pointed out that even the workmen at Headquarter Dehradun are not given this benefit of drilling allowance.

6. On behalf of the union one Shri Jayendrakumar M. Darji has filed his affidavit at ex. 14 wherein he says that he joined ONGC on-24-9-78 in Cambay project. He is a non-technical person doing clerical work. He also says that in other projects there are persons like him. He further says that in different projects at Ahmedabad, Mehsana, & Ankleshwar persons working like him are getting drill site compensatory allowance now known as drilling allowance. In cross-examination also he has reiterated that he gets drilling allowance while working in Cambay Project. The union has also got filed another affidavit at Ex. 15 of one Shri Abdulrahim Abdulmajid Shaikh who is working as Accounts Assistant Gd. I at ONGC, Central Workshop, Accounts Office, Baroda. He is presently Branch Secretary of ONGC Employees Mazdoor Sabha. He says that he has to do clerical work and his duties are of non-technical nature. He then says that he is not getting the project allowance though he is doing the same duties

his counterpart would be performing in any of the projects or other institutions or regional offices/regions of ONGC. Deposing about project allowance he has stated that in the meeting of JCM held at New Delhi, Jorhat, Jodhpur and Madras the issue regarding payment of project allowance to Regional office at Baroda was discussed along with other offices, like Regional Office at Madras, Calcutta, Jodhpur, Institute of Reservoir Studies, Ahmedabad, Well Stimulation Services, Ahmedabad and the Commission had agreed to pay project allowance to all the offices except the four offices at Regional Office at Baroda which is clearly arbitrary and discriminatory. In his cross examination he has stated that in the Regional Office, Baroda, there are all types of offices like Accounts Office, Administrative Office, and also Drilling and Mechanical. He has, however, admitted about several settlements between his union and ONGC. He then states that in 1983 there was one settlement and according to clause 5 drilling allowance was discussed. At Bombay there is one project known as Bombay Offshore Project working from Botawala Chambers. He has denied the suggestion categorically that the employees working at Baroda have not to do any duties regarding project. Next is the affidavit of one Shri Dhendapana H. Chettur Ex. 16. He is working as Technician Gd. III posted at Nawagam Project. He was then transferred and posted at Central Workshop, Baroda and then promoted as Charginan (Fitting) in 1983. He has stated that when he was working at Nawagam Project he was paid drilling allowance but on his transfer to Central Workshop, Baroda, it was stopped. He was performing technical duties right from the beginning which his counterpart perform, like dismantling, repairing, overhauling, fabricating, etc. etc. He has further stated that his counterparts working at projects like Ankleshwar, Cambay, Mehsana, Ahmedabad or institutes like Staff Training Institute, Naika, Technical Training Institute, Cambay or Production Installations at Undera are paid drilling allowance, whereas he is not being paid the drilling allowance. Nothing much has been elicited in his cross-examination. Then we have the affidavit of one Marutirao Amrutrao Mane, Ex. 17, wherein he says that he is working as a carpenter and then promoted as Jr. Technician. He is considered as technical hand as he is performing technical duties. He has to perform the same duties as his counterparts are performing in other projects or institutes. He has stated that his counterparts in other are getting project allowance while he is not being paid the same. He has categorically stated that in institutions like Staff Training Institute, Naika and Technical Training Institute, Cambay, drilling allowance is being paid to his counterparts. In his cross-examination he has stated that he is working in the stores office, Baroda and has never worked in any project. He has then admitted that the carpenters working in projects are being paid the drilling allowance. The sum and substance of the above evidence is that ONGC pays drilling allowance even in the offices where actual drilling work is not carried out. According to ONGC as revealed from the written statement, drilling allowance is being paid only where drilling operations in the project are being carried out. On behalf of the ONGC some settlements arrived at between the parties have been produced. The first one is at Ex. 18/5 which deals with drilling allowance at clause 7. Next is at 18/6 wherein also Clause 5 deals with drilling allowance which says that this allowance shall be payable to the employees posted in the project. It further states that the said settlement was to remain in force upto 31-3-1983. The next settlement is Ex. 18/7 which also deals with drilling allowance at clause 5, and the period for the said settlement is upto 31-3-1987. Clause 16 of the said settlement says that the Commission agrees to consider and start negotiations on the demands, which may be received from the unions. It also says under clause 17/2 that the settlement was full and final settlement of all the demands relating to revision of pay, allowances and special pay of the employees, including introduction of new allowances and special pay. Besides producing these settlements, the ONGC has examined one Bhagchand Thelchand, a senior assistant and presently holding the office of Sr. Dy. Director (Personnel and Administration) at ex. 23. In his affidavit he has stated that it was informally agreed at the time of signing the memorandum of settlement dated 18-11-1983 (ex. 18/7) that the issue of grant of drilling allowance at various places such as Calcutta, Madras, Institute of Reservoir Studies, Ahmedabad, etc. will be examined separately after mutual discussion with the recognised unions and finally the memorandum of understanding

was reached with them on 12-7-85 at Jodhpur. Under the said understanding payment of drilling allowance at Calcutta, Madras, Jodhpur, Institute of Reservoir Studies, Ahmedabad, Field Parties, etc. were duly resolved with the exception of issue namely as mentioned in para 4 of the said memorandum of understanding. The memorandum of understanding has been filed alongwith ex. 23 which says that as regards Baroda, it was agreed that it would be discussed on merits at Joint Committee meeting. The deponent of ex. 23 Shri Bhagchand says that principle on which the memorandum of understanding was reached is that drilling allowance should not be denied to persons working in other establishments if it was already being paid at one of the establishments at the same station in accordance with the general policy hitherto followed, and therefore the drilling allowance was not payable on merits at Baroda as hitherto nothing like drilling allowance was being paid. According to this deponent drilling allowance is admissible to employees as are exclusively sanctioned and are working in a project according to the other instructions. He has also stated that the employees posted in drilling projects and production installations are handling its operations as well as other work incidental to or connected with such operations and as such, the payment of drilling allowance to them cannot be considered as discriminatory. According to him the Regional Office, Central Workshop, Construction and Maintenance Division at Baroda do not fulfil the conditions laid down in the instructions and as such are not entitled to this allowance. As regards the Bombay Offshore Project, the deponent has stated that employees posted at Bombay Offshore Project fulfil the requisite conditions for granting the drilling allowance. The Transport and Shipping section in Bombay is part and parcel of Bombay Offshore Project and therefore the staff working therein are entitled to this allowance. He has further stated that as long as the post and liaison office at Bombay was a separate entity, the staff posted there were not entitled to drilling allowance but paid City Compensatory Allowance and after it was amalgamated and made part of Bombay Offshore Project in November, 1977, the employees were considered eligible for drilling allowance. The cross-examination of this deponent clearly shows that the Regional Office, Baroda handles four projects, viz., Cambay, Ankleshwar, Ahmedabad and Mehsana. Dabaka is in Ankleshwar project while Gotaru Project is an independent project but the same is under Baroda region. In 1982 no drilling allowance was being paid at Madras and Calcutta regional offices because there was no project under them though in Bombay and Nazira drilling allowance was being paid. No such allowance was being paid at Calcutta and Madras because there were no drilling operations directly concerned under the said offices. In 1982 the Technical Training Institute, Cambay was commissioned and such allowance was being paid. He has then admitted that this institute at Cambay was not in any way directly connected with the drilling operations. Similarly Regional Chemical Laboratory at Sibsagar though not directly connected with drilling operations was paying drilling allowance. He has then stated that at Baroda Regional Office all administrative work of the projects under it, is being done from the Regional Office, Baroda where there is also General Manager (Drilling). He has then stated that at present drilling allowance is being paid at Calcutta and Madras and also in the IRS, Ahmedabad. However, in the Construction and Maintenance Division at Baroda, the employees working there are not being paid such an allowance. The Central Workshop situated at Regional Office, Baroda, performs the work like major repairs, overhauling including fabrication of equipments used in project under the Baroda Regional Office. From the evidence on behalf of the ONGC both documentary and oral it appears clearly that as far as Baroda Regional Office is concerned no drilling allowance is being paid inasmuch as according to the ONGC the employees working in this office are not directly connected with drilling operation or working at drilling sites. Prima facie this may appear to be true but we have to see whether in other offices similarly situated, the employees are being paid drilling allowance or not? It has now come in evidence that even in Calcutta, Madras and Jodhpur which offices are also like Regional Office at Baroda, drilling allowance is now being paid w.e.f. 1-4-83 as per the memorandum of understanding filed alongwith ex. 23. It also appears from the evidence of Shri Bhagchand that in Madras and Calcutta no drilling allowance was being paid as there were no projects under them. It

also appears that in the institute like Technical Training Institute at Cambay which is also not directly connected with drilling operations, drilling allowance is being paid to its employees, and similarly the Regional Chemical Laboratory, Sisagar also. As far as Baroda Regional Office is concerned it appears that there are 3/4 projects under this office and there is also General Manager (Drilling) for the same. At Ahmedabad, in the IRS Office also drilling allowance is being paid. It is true that as per settlements arrived at earlier, viz. ex. 18/5, 18/6, and 18/7 mention has been made about the drilling allowance but ultimately we have to see whether the ONGC has started paying drilling allowance at other offices where in the past no drilling allowance was being paid and if so on what principles. The memorandum of understanding filed alongwith ex. 23 is very pertinent. It says that as a result of discussions held in the meeting of the Joint Committee held at Jorhat on April 29/30, 1985 and at New Delhi in May, 1985, at Bombay in June and further discussions held in JCM at Jodhpur on 11-7-1985 it was agreed that drilling allowance at normal rates be paid to all employees posted at Calcutta, Madras and Jodhpur w.e.f. 1-4-1983 and also to employees posted in Well Stimulation Services and Institute of Research Studies, Ahmedabad w.e.f. 1-4-83. This has a bearing directly with the question of anomaly on the question of drilling allowance which was mainly considered by the Sub-Committee of the Joint Committee as a result of which the memorandum of understanding was reached. It appears from the memorandum of understanding that even after the decisions to pay drilling allowance at Calcutta, Madras and Jodhpur w.e.f. 1-4-83 as far as Baroda was concerned it was agreed that the same would be discussed on merits at the Joint Committee later on. But it appears that so far that has not been done and therefore this has to be considered on merits. As discussed above in detail even in the offices where no direct drilling operations were involved the ONGC has considered sympathetically the payment of drilling allowance and even for the Baroda Office they have left the question open to be discussed at a later date. We have to see whether the claim of employees of Baroda Office stands on equal footing like that of the employees in Calcutta and Madras. One thing appears very clear from the evidence that even in the offices where there is no direct involvement of the drilling operation, the drilling allowance is being paid now on various considerations. There are, therefore, no cogent reasons not to grant drilling allowance to the employees of Baroda Regional Office and other offices as referred to in the demand under reference where as admitted by Shri Bhagchand, there are four projects like Ankleshwar, Ahmedabad, Mehsana and Cambay under Baroda Regional Office. Further when the employees in the Technical Training Institute, Cambay and Regional Chemical Laboratory, Sisagar are getting the drilling allowance, there is really no reason in not granting the drilling allowance to the employees as claimed in this reference. Even the ONGC in the memorandum of understanding in para 4 was ready and willing to consider their case on merits at a Joint Committee Meeting but unfortunately this has not been done so far. I, therefore, grant the demand as contained in the reference.

7. As regards the date from which they should be granted the drilling allowance, it would be pertinent to see the different dates in this behalf. Normally the demand can be granted from the date of demand or the date of reference. If we take the date of demand in this reference it would be 24-12-80 when the dispute was raised before the Labour Commissioner, Central Government but that would be too long a date. Now coming to the date of reference it appears that the reference was made on 17-3-1982 but again, in my opinion, this would also be a longer date. As far as payment of drilling allowance to Madras and Calcutta office is concerned, it appears that the employees working there have been granted the drilling allowance w.e.f. 1-4-83 and the same date has also been given to the employees posted in Well Stimulation Services and Institute of Research Studies, Ahmedabad. Keeping these dates in mind and especially when we are at the fog end of 1987 it would be both just and proper if the demand is granted herein with effect from 1st January, 1985 (1-1-1985). In my opinion, therefore, after granting drilling allowance as contained in the reference, the proper

date for its implementation should be directed to be 1-1-1985. The arrears becoming payable because of the above directions be paid latest by 31-3-1988.

8. As regards costs, I would direct the ONGC to pay Rs. 500, (Rupees five hundred only) by way of costs to the Union.

Ahmedabad

Date : 14th December, 1987.

G. S. BAROT, Presiding Officer

[No. L-30011/6/81-D. III(B)]

V. K. SHARMA, Desk Officer

नई दिल्ली, 28 दिसम्बर, 1987

का. आ. 69—केंद्रीय सरकार ने यह समाधान हा जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (क) के उपखंड (VI) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. आ. 1815 दिनांक 29 जून, 1987 द्वारा किनी भी खनिज तेल (कच्चा तेल) मोटर और विमानन स्पिरिट, डीजल तेल, मिट्टी का तेल ईंधन तेल, विविध हार्डट्रैकार्बन तेल और उनके मिश्रण जिनमें सिलिकेट ईंधन, स्नेहक तेल और इसी प्रकार के तेल शामिल हैं के निर्माण या उत्पादन में लगे उद्योग में सेवाओं को उक्त अधिनियम के प्रयोजनों के लिए 30 जून 1987 से छह मास की कालावधि के लिए शोक उपयोगी सेवा घोषित किया था।

आर केंद्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छह मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है ;

अतः श्रम, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (क) के उपखंड (VI) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 30 दिसम्बर, 1987 से छह मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं. एस - 11017/2/84 डी. 1(ए)]

नन्द लाल, अवसर सचिव

New Delhi, the 28th December, 1987

S.O. 69.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour, S.O. No. 1815 dated the 29th June, 1987 the industry engaged in the manufacture or production of mineral oil (crude oil), motor and aviation spirit, diesel oil, kerosene oil, fuel oil, diverse hydrocarbon oils and their blends including synthetic fuels, lubricating oils and the like, to be a public utility service for the purposes of the said Act, for a period of six months, from the 30th June, 1987;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act, for a further period of six months from the 30th December, 1987.

[No. S-11017/2/84-D. I(A)]

NAND LAL, Under Secy.

नई दिल्ली, 18 दिसम्बर, 1987

का.आ. 70—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कुस्तोरे कॉलियरी, मैसर्स भारत कोकिंग कोल लिमिटेड के प्रबन्धतंत्र के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण संख्या 2, धनबाद के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 14 दिसम्बर, 1987 को प्राप्त हुआ था।

New Delhi, the 18th December, 1987

S.O. 70.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2 Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the Kustore Area, M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on the 14th December, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 361 of 1986

In the matter of Industrial Dispute under Section 10(1)(d) of the I. D. Act, 1947

PARTIES :

Employers in relation to the management of Kustore Colliery of Messrs. Bharat Coking Coal Limited and their workmen.

APPEARANCES :

On behalf of the workmen : Shri S. P. Singh, General Secretary, Khan Mazdoor Congress.

On behalf of the employers : Shri G. Prasad, Advocate.

STATE : Bihar. INDUSTRY : Coal.

Dhanbad, the 4th December, 1987

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012 (207)/86 D.III(A), dated, the 16th December, 1986.

SCHEDULE

"Whether the action of the management of Kustore Colliery of Area VIII, M/s. Bharat Coking Coal Limited, At & P.O. Kustore, Distt. Dhanbad in superannuating their workman, Shri Amin Mian, Winding Engine Driver with effect from 1-5-1986 is justified? If not, to what relief is the concerned workman entitled?"

The case of the workmen is that the concerned workman Shri Amin Mian was originally appointed as Gorakhpuri Labour on 28-5-62 against permanent vacancy by the erstwhile owner of Kustore Colliery. He was working as a

Winding Engine Driver at the time of his superannuation. During the time of his appointment no medical examination was made to assess his approximate age. He had also not produced any valid or lawful certificate in proof of his age. The erstwhile management and Gorakhpuri Labour department did not care the provision of the Mines Act at the time of preparing the Form B Register and C.M.P.F. Form A when the concerned workman appeared for the examination of winding engine operator under the Mines Act. Kustore Colliery Hospital Doctor examined him on 3-1-73 on the instruction of the colliery management. The colliery doctor assessed his age at about 38 years on 3-1-73. After examination the Mines department issued certificate No. 666 on 13-6-75 mentioning the date of birth of the concerned workman as 13-6-35. The said certificate of winding engine operator was sent to the colliery management. After the nationalisation of the coal industry, BCCL issued identity card to the concerned workman in which there was no mention of the date of birth in its prescribed column. The concerned workman applied to the colliery management for mentioning his date of birth on the basis of medical and Mines department certificate through his representation dt. 21-2-1985, 31-7-1985, 21-8-1985 and 23-1-1986 but no action was taken by the management. When the management did not take any action, the union of the workmen raised an industrial dispute before the ALC(C), Dhanbad through representation dt. 17-2-86 for the correction of the date of birth of the concerned workman, according to the medical certificate and Mines department certificate. The management participated in the discussion before the ALC(C) and filed his W.S. The conciliation ended in failure and thereafter the present reference was made to this Tribunal for adjudication. During the pendency of the conciliation proceeding the concerned workman was superannuated on 1-5-86 on the basis of imaginary date of his birth. The action of the management in superannuating the concerned workman with effect from 1-5-86 is arbitrary, illegal and unjustified. It has been prayed that the age assessed by the Medical Officer and the date of his birth in the winding engine operators certificate be accepted as correct and that he should be reinstated on his original job with full back wages and other benefits.

The case of the management is that Kustore Colliery is a Coking Coal Mine which was nationalised with effect from 1-5-72. The concerned workman Shri Amin Mian was employed on 1-5-61, long before the nationalisation of the coal mines. He had declared his age as 35 years at the time of his appointment which was duly recorded in Form B Register and other statutory records and registers maintained under the Mines Act. The concerned workman in token of the correctness of the entries made in Form B Register put his LTI/signature against the above entry. The declaration of age made by the concerned workman at the time of his employment is binding on him as the said register is a statutory register. As per his own declaration made in 1961, the date of birth of the concerned workman was 1-5-86. The concerned workman passed the winding engine driver second class certificate of competency in the year 1975. He gave an incorrect statement with respect to his date of birth as 12-6-85 while obtaining the said certificate. On the basis of the said incorrect date of birth the concerned workman wants to take its advantage for getting his services extended upto 60 years of age i.e. upto 12-6-1995. It is not now open for the concerned workman to assert that the date of his birth had been wrongly recorded and should be corrected in accordance with the date recorded in the winding engine drivers certificate in view of the fact that he had earlier declared his date of birth as 1-5-61 under the Model Standing Orders the age/date of birth once recorded in the Statutory record cannot be called in question in any manner whatsoever. The assessment of the age by the colliery doctor was not scientific. On the above facts it has been submitted that the action of the employer in superannuating the concerned workman with effect from 1-5-86 is justified and that the concerned workman is not entitled to any relief.

The point for determination in this reference is whether the concerned workman has been rightly superannuated with effect from 1-5-86.

The management examined one witness and the workmen examined two witnesses to prove their respective claims. The management produced only one document which has been marked Ext. M-1. The workmen produced documents which have been marked Ext. W-1 to W-16

Admittedly, the concerned workman has been superannuated with effect from 1-5-86. According to the management the concerned workman Amin Mian had declared his age as 35 years on 1-5-61 when he was appointed in Kustore Colliery and as such the concerned workman has been superannuated on 1-5-86 when he completed 60 years of age. The case of the workmen on the other hand is that the entry of the age in Form B Register is not correct and that it was not made on the declaration of the concerned workman. The case of the workmen further is that actually there was no entry of the age of the concerned workman in Form B Register and as such the management did not mention the date of birth/age of the concerned workman in the identity card issued by the management on 9-2-73. Ext. W-9 is the identity card issued to the concerned workman on 9-2-73 in which admittedly there is no entry of age/date of birth of the concerned workman. The identity card is issued by the management on the basis of the entries made in Form B Register. The fact that there is no mention of age in the identity card Ext. W-9 leads support to the fact that as there was no entry of age/date of birth in Form B Register and as such there was no mention of the age of date of birth of the concerned workman in Ext. M-9. On careful examination of Form B Register Ext. M-1 it will appear that this was prepared by Kustore Colliery of BCCL. There is no mention in Ext. M-1 as to when the said Form B Register was written. MW-1 Bhagwan Pandey who produced the Form B Register has stated in his cross-examination that he cannot say the year when Ext. M-1 was prepared. He has further stated that Ext. M-1 has been prepared by BCCL. He was also unable to say if the LTI in Form B Register against the name of the concerned workman was fabricated. Ext. M-1 was prepared by BCCL according to MW-1. It will appear that the age recorded in it was at the time when BCCL prepared Form B Register after take over and nationalisation. The fact that this Form B Register was prepared by BCCL itself is apparent from Ext. M-1 which shows the name of the owner as BCCL. This register therefore cannot be Form B Register of the erstwhile management. There is yet another reason which shows that the said Form B Register is not of the erstwhile management but was prepared by BCCL. It will appear that in the first two entries namely Sl. No. 466 and 467 the age of Ram Bharos and Shakawat has been noted as 60 years. In Col. No. 8 of Ext. M-1 against Ram Bharos there is a remark "Resigned from 10-5-73". It will thus be clear that this Ram Bharos was aged 60 years on 10-5-73. Had it been the age of Ram Bharos or Shakawat 60 years during the ownership of the erstwhile management they would have retired prior to the take over of the collieries. It is apparent therefore that the age as noted in Ext. M-1 is of a period when BCCL prepared Form B Register after nationalisation i.e. after 1-5-72 when it was nationalised.

WW-1 Amin Mian is the concerned workman. He has stated that since 1961 he is working in Kustore Colliery. He has stated that he had appeared in the examination of Winding Engine Operator and had obtained certificate from the Mines Department. He has further stated that the workmen is sent by the management for appearing in the said examination. He has also stated that before a workman is sent for appearing in the examination of Winding Engine Driver a medical report of the workman concerned is obtained. Ext. W-14 is a letter from the Manager to the Chief Medical Officer for giving medical certificate as the concerned workman wanted to appear in the Winding Engine Examination. According the concerned workman was examined by the medical officer incharge of Kustore Central Hospital BCCL on 13-1-73 and the certificate Ext. W-11 was given to the concerned workman. WW-1 has stated that the medical officer had given his assessment of his age in the said medical certificate and on the basis of the said assessment of age by the Medical Officer in Ext. W-11 his date of birth was noted in the Winding Engine Driver certificate Ext. W-10 as 12-6-35. Ext. W-10 is the winding engine drivers certificate issued to the concerned workman in which his date of birth is stated as 12-6-35. As stated by WW-1 it will appear that the age in Ext. W-10 was noted on the basis of the assessment of age by the medical officer in Ext. W-11. Ext. W-11 gives the age of the concerned workman as 38 years on 13-1-73. If the said age was taken as basis for recording the age in Ext. W-10 the age of the concerned workman should have been noted as 13-1-35 and not 12-6-35. Thus the date of birth noted in Ext. W-10 is not based on the assessment of age by the medical officer in Ext. W-11. WW-1 in his cross-

examination has stated that the doctor had no paper before him regarding his age/date of birth at the time when he had granted the medical certificate Ext. W-11. He has further stated that Ext. W-14 granted by the Manager was before the medical officer when he had granted the medical certificate Ext. W-11 but the said Ext. W-14 did not mention the age or date of birth of the concerned workman. He has also stated that he has no paper to show that his date of birth is 12-6-35. The doctor who had assessed the age of the concerned workman as 38 years has not been examined before this Tribunal to say that he had assessed the age of the concerned workman as 38 years on 13-1-73. As the Doctor has not been examined Ext. W-11 cannot be said to be a legal evidence to show that the age of the concerned workman was assessed as 38 years of age on 13-1-73. Moreover the doctor had given no reasons as to how he assessed the age of the concerned workman as 38 years. The scientific finding on which he based his age is lacking in Ext. W-11. Thus it will appear that neither the age in Ext. W-11 nor the date of birth in Ext. W-10 is such authentic document so as to conclude that the concerned workman was aged about 38 years on 13-1-73 or that his date of birth was 12-6-35. On analysing the above evidence it will appear that neither the recording of age of the concerned workman in Form B Register Ext. M-1 nor the assessment of age/date of birth of the concerned workman in Ext. W-11 and Ext. W-10 is authentic.

Had it been established that the entry of age of the concerned workman in Form B Register was 35 years on the date of his appointment by the erstwhile management on 1-5-61, the said entry of age of the concerned workman would have been an authentic one being an entry in the statutory register. But as I have already discussed it appears that Ext. M-1 was prepared by BCCL and the Form B Register of the erstwhile management has not been produced and also the fact that the age recorded in Ext. M-1 was not recorded in the Identity card of the concerned workman all these go to show that the age of the concerned workman recorded in Ext. M-1 cannot be said to be the age recorded on 1-5-61. We thus find that none of the records of age of the concerned workman produced by either of the parties is authentic so as to come to a conclusion regarding the age/date of birth of the concerned workman which could be taken as the starting point for calculating the date of superannuation of the concerned workman. In absence of such evidence we could have got an authentic document regarding the date of birth of the concerned workman in Form A which is filled up by a workman for becoming a member of the C.M.P.F. The concerned workman WW-1 in cross-examination has stated that he was contributing towards C.M.P.F. but he had not filled in Form A at the time he became member of the C.M.P.F. On the request of the management requisition was sent by this Tribunal to the Office of the Regional Commissioner, C.M.P.F., Dhanbad for production of Form A of the concerned workman. The Asstt. Commissioner has reported that Form A nomination in respect of the concerned workman was not submitted in his office. Thus one of the statutory record to find the correct age of the concerned workman was lacking.

Taking all the above factors into consideration I see no other way except referring the concerned workman to the medical board for the assessment of age which will form the basis for superannuation of the concerned workman.

In the result, I hold that there is no authentic document regarding the date of birth/age of the concerned workman and therefore the superannuation of the concerned workman with effect from 1-5-86 cannot be held to be justified unless it is shown by the management that the date of birth of the concerned workman is 1-5-26. The management is therefore directed to constitute a medical board for the assessment of the age/date of birth of the concerned workman within one month of the publication of the Award in the Gazette of India. The superannuation of the concerned workman will be on the basis of the determination of age by the Medical Board.

An Award is passed accordingly.

Dated : 4-12-87.

I. N. SINHA, Presiding Officer
[No. L-20012/207/86-D.III(A)]

नई दिल्ली, 13 दिसम्बर, 1987

का. आ. 7...—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीय आटोमोबाइल कार्यशाला, गोधुर, मैसर्स भारत कोकिंग कोश लिमिटेड के प्रबन्धतन्त्र के सम्बन्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, संख्या-1, धनबाद के पंचाट की प्रकाशित करती है, जो केन्द्रीय सरकार की 11 दिसम्बर, 1987 को प्राप्त हुआ था।

New Delhi, the 31st December, 1987

S.O. 71.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Dhanbad, No. 1, as shown in the Annexure in the industrial dispute between the employers in relation to the Management of Central Automobile Workshop of Godhur of M/s. Bharat Coking Coal Limited and their workmen which was received by the Central Government on the 11th December, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947
Reference No. 56 of 1981

PARTIES :

Employers in relation to the management of Central Automobile Workshop, Godhur of M/s. B. C. C. Ltd., Karmik Bhavan, P.O. Saraidhella, Dist. Dhanbad.

AND

Their Workmen.

PRESENT :

Shri S. K. Mitra, Presiding Officer.

APPEARANCES :

For the Employers—Shri R. S. Murty, Advocate.

For the Workmen—Shri B. Lal, Advocate, with Shri D. K. Verma, Advocate.

STATE : BIHAR. INDUSTRY : Coal.

Dhanbad, the 30th November, 1987

AWARD

By Order No. L-20012(163)81-D. III (A), dated, the 25th September, 1981, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute to this Tribunal for adjudication.

“Whether the action of the management of Central Automobile Workshop, Godhur of Messrs Bharat Coking Coal Limited, Karmik Bhawan, Post Office Saraidhella, District Dhanbad in dismissing Shri Nagendra Kumar from service is justified? If not, to what relief is the workman concerned entitled?”

2. The case of the management, details apart, is that on 20-6-80 at about 1.30 p.m. while Sri S. M. Karim, Engineer of the Central Automobile Workshop at Godhur, was discussing with Sri C. D. Choudhury, Executive Engineer, and Sri B. Lakia, Personnel Officer of the same workshop, certain important matters relating to the workshop in the office of the Workshop, the concerned workman, Nagendra Kumar, a service-man in the workshop, barged into the office and reported to Sri C. D. Choudhury that his attendance for the day had not been booked and that he was shown as absent. The concerned workman asked Sri S. M. Karim to order the Attendance Clerk, Sri B. K. Sharma, to mark his attendance and show him as present. Sri Karim explained to him that it was not possible because he had come to duty at about 12.30 p.m. instead of 9 a.m., the concerned workman started abusing Sri Karim in filthy language and pushed him and gave him several blows with his hand and also threatened him by saying “APAKU HAM KA DENGE”. By this time, Sri B. K. Sharma, Attendance Clerk, and some other workers reached there and restrained the concerned workman physically whereupon the latter left the place. But after 15 minutes he again entered into the office of the Workshop with axle rod and advanced towards Sri Karim and threatened him. But again he was stopped physically by other employees who were present in the office, otherwise he would have further assaulted Sri Karim. Sri S. M. Karim made a written report on the same date about the occurrence to the Executive Engineer who forwarded it to the General Manager (Transportation). This occurrence led to framing of charges against the concerned workman who was asked to submit his explanation. The concerned workman submitted his explanation dated 23-6-80. The chargesheet was further modified subsequently on 5-7-80 and the concerned workman submitted supplementary explanation dated 10-7-80 to the amended chargesheet denying the charges. The management not being satisfied with the explanations submitted by the concerned workman decided to hold domestic enquiry against the concerned workman and appointed Sri B. M. Lal, Dy. Personnel Manager (IR), M/s. B. C. C. Ltd. for holding the enquiry. The concerned workman fully participated in the domestic enquiry and took also the assistance of a co-worker to help him in the enquiry. The witnesses for the management were examined in presence of the concerned workman and they were cross-examined by the latter. He examined himself and produced his witnesses. The enquiry was held in consonance with the principles of natural justice and all possible opportunities were given to the concerned workman to defend himself. After completion of enquiry the Enquiry Officer submitted his report containing his findings and holding the concerned workman guilty of all the charges framed against him. The report of the Enquiry Officer and the proceeding of the enquiry including the connected papers were considered by the General Manager (Transportation) and he fully agreed with the findings of the Enquiry Officer. The General Manager (Transportation) considered that the misconduct proved against the concerned workman was serious and keeping in view all relevant factors he came to the conclusion that the concerned workman should be awarded punishment of dismissal from service of M/s. B. C. C. Ltd. Accordingly, he was dismissed from service with immediate effect by an order issued on 31-10-80 by the

General Manager (Transportation) who was competent authority.

3. The case of the concerned workman, on the other hand, is that he reported for duty on 20-6-80 as usual at 9 a.m. and had got his attendance marked in the Attendance Register. But during the train break he was informed by some of his colleagues that Sri S. M. Karim, Engineer, had instructed the Attendance Clerk to mark him absent for the day, whereupon he went to the office of the Executive Engineer, Sri C. D. Choudhury, to make an oral representation against the reported cancellation of his attendance under the order of Sri S. M. Karim. While he was reporting the matter to the Executive Engineer direct Sri S. M. Karim, who happened to be present there, caught hold of the collar of his shirt without any provocation and wanted to drag him out from the office and as a result a heated exchange of words ensued between them. However, at the intervention of Sri C. D. Choudhury and Sri B. K. Lakra, Personnel Officer, he left the place with his torn shirt, resumed his duty and completed day's job and went home after the working hours. Thereafter he was charged on false allegations leading to a domestic enquiry. He participated in the enquiry, but some of the witnesses for the management deposed falsely against him and he was wrongly found guilty and was illegally dismissed from service with effect from 31-10-80 by the order of General Manager (Transportation) who had no authority to take disciplinary action against him.

4. At the instance of the management the validity and fairness of the domestic enquiry was taken as preliminary issue. The management examined the Enquiry Officer, Sri B. M. Lal, who was Dy. Personnel Officer during the relevant time. Sri B. M. Lal was cross-examined on behalf of the concerned workman. After considering the entire documentary evidence on record and the findings of Sri B. M. Lal it was held that the domestic enquiry was fair and proper. Now, the matter is being considered as to whether the domestic enquiry proceedings are sustainable on merits.

5. There is no dispute that the concerned, Nagnendra Kumar, was posted as a serviceman in the Central Automobile Workshop, Godhur of M/s. B. C. C. Ltd. on 20-6-80 when the occurrence took place. It appears that he initially was appointed to the post of helper in the Central Automobile Workshop in Category-II by letter dated 6/7-11-75 (Ext. W-1). The record bears out that he along with others was nominated for training on maintenance repair and over-hauling of Ambassador Car at Hindustan Motor Ltd. by letter dated 4-12-78. By letter dated 5-1-79 the management released him with effect from 6-1-79 to enable him to attend aforesaid training. The management by Office Order dated 1-8-79 promoted him from the post of Auto Helper Category-II to the post of Serviceman Category-III. In terms of the said order he was remained on probation for a period of six months.

6. There is no dispute that on 20-6-80 there brewed a trouble in the office of the Central Automobile Workshop at Godhur in the course of which the concerned workman allegedly abused, assaulted and threatened to assault again Sri S. M. Karim which led to holding of a domestic enquiry against him. In

the domestic enquiry he was found guilty and ultimately he was dismissed from service with immediate effect by the order of the General Manager (Transportation) dated 31-10-80 (Ext. W-5). As I have stated earlier the question as to whether the domestic enquiry was fair and proper was considered and disposed of as a preliminary issue. It was held that the domestic enquiry was fair and proper. It remains to be seen now if the domestic enquiry proceedings relating thereto are sustainable on merits.

7. Mr. R. S. Murty, learned Advocate for the management has submitted before me that from the evidence on record the charge against the concerned workman has been proved beyond doubt. He was submitted further that the concerned workman abused, assaulted and again threatened to assault Sri Karim, Engineer of Central Automobile Workshop, and the Enquiry Officer has rightly held, upon the evidence on record that the charge against him has been proved.

8. Mr. B. Lal, learned Advocate for the concerned workman has submitted that the evidence of the witnesses for the management is bristly with inaccuracies and infirmities and hence it can be safely concluded that the charges against the concerned workman have not been proved at all from the evidence on record.

9. In order to appreciate and decide the contentions of the parties arrayed it is necessary that the charges against the concerned workman must spelt out in details. I glean hereinbelow the charges levelled by the management against the concerned workman as appearing from the amended chargesheet :

"It has been reported that on 20-6-80 at about 1.30 p.m. you entered into the office of CAW, Godhur while Shri C. D. Choudhury, Ex-Engineer, Shri S. M. Karim, Engineer and Sri B. Lakra, P. O. were discussing some important workshop matter of CAW Godhur. You reported to Sri C. D. Choudhury that your attendance for that day has been booked as absent. Sri Karim, Engineer was also present there at that time. You asked Sri Karim to order the attendance clerk, Sri B. K. Sharma that your attendance to be marked as present. When Sri Karim explained to you that it was not possible because you came to duty at about 12.30 p.m. as against 9 a.m. You started abusing in filthy language and pushed him and gave him several blows by hands. You threatened him such as "Aap ko ham kat denge". By this time Sri B. K. Sharma, Attendance Clerk and some other workmen restrained you physically. You left the place and further entered after 15 minutes into the office building with axle rod and advanced towards Sri Karim threatening him. But you were stopped physically by other employees who were also present in the office. Had you not been stopped, you would have assaulted your officer.

The above acts on your part amount to misconduct under clause 17(i)(r) of Model Standing Orders.

You are hereby called upon to explain in writing within 48 hours of receipt of this charge-sheet as to why disciplinary action should not be taken against you. Since the charges levelled against you are of serious nature, you are hereby suspended pending enquiry."

10. The chargesheet, when scanned in depth reveals that on 20-6-80 at about 1.30 p.m. the concerned workman went into the office of Central Automobile Workshop, Godhur, where S/Sri C. D. Choudhury Executive Engineer, S. M. Karim, Engineer and B. Lakra, Personnel Officer, were present and that (i) an altercation ensued between the concerned workman and Sri Karim over striking out the attendance of the former for the day and that (ii) the concerned workman abused Sri Karim in filthy language and that (iii) he pushed Sri Karim and gave him several blows by hands and that (iv) he threatened Sri Karim by saying "AAP KO HAAM KAT DENGE". The chargesheet further reveals that the concerned workman was restrained by Sri B. K. Sharma, Attendance Clerk and some other workmen and that thereafter he left the place, but came to the office building after 15 minutes with an axle rod and advanced towards Sri Karim in threatening manner.

11. In reply to the chargesheet the concerned workman has taken the position that he did not abuse Sri Karim and that he did not threaten him by saying "AAP KO HAAM KAT DENGE". It is his further case that he did not push Sri Karim and assaulted him and that on the other hand Sri Karim caught hold of his collar, pushed him and started beating him with his leg and tore his shirt. He has further stated that he had shown his torn shirt to Ali Saheb who advised him to forget the matter. His further case is that he did not tell anything to Sri Karim about striking out of his attendance and that he reported the matter of his being marked absent to Sri C. D. Choudhury, Executive Engineer.

12. The management examined S/Sri B. B. P. Teturbai, S. M. Karim, Engineer, B. Lakra, Personnel Officer, B. K. Sharma, Accountant, Himanshu Chandra Mondal, T. K. Banerjee, Foreman, R. N. Dutta, Helper, Rajendra Mondal, C. D. Choudhury, Executive Engineer and Aziz Amin Ansari.

The concerned workman examined himself, a co-worker, Bindeswari Shaw, General Mazdoor, B. K. Sharma, Attendance Clerk and Lakhan Yadav, Helper.

Sri S. K. Das was examined as independent witness.

13. It appears that Sri S. M. Karim submitted written complaint on 20-6-80 (Ext. M-6) to the Executive Engineer, Central Automobile Workshop, Godhur, stating that at about 12.30 p.m. he came to the main office room when he found the concerned workman talking with Executive Engineer. He further stated that as soon as the concerned workman saw him he accosted by saying as to why he (Karim) had struck off his attendance and that he was told by Sri Karim that he (Karim) did not strike out his attendance and that he (concerned workman) had reported at 12.30 p.m. and that he would not mark him present. Sri Karim further reported that thereupon the concerned workman told him that if he (Karim) did not mark him (concerned workman) present he (concerned workman) would cut him. Sri Karim further reported that the concerned workman abused him and demanded to mark him present and when Sri Karim replied him in the negative he started man-handling him (Karim) and that he was rescued from the clutches of the concerned workman by Sri Lakra, Personnel Officer and Sri B. K. Sharma, Accounts Assistant. Sri Karim also reported that

again the concerned workman came within a couple of minutes with an axle rod in his hand but was held by some of the workers.

14. In the course of domestic enquiry Sri Karim corroborated his written complaint by stating that on 20-6-80 at about 1.15 or 1.20 p.m. he went to the main office of Godhur Workshop and thereafter went to the office where Sri C. D. Choudhury, Executive Engineer and Sri B. Lakra were present and were discussing something when the concerned workman accosted him as to why he marked him absent. Sri Karim further stated that he replied to the concerned workman by saying that he had come late and asked him to see whether his attendance had been marked or not. Thereupon the concerned workman threatened him that since he (Karim) marked him absent he would cut him (Karim). He further stated that when he refused to mark him present the concerned workman caught hold of the collar of his (Karim's) and assaulted him with first and blows as a result of this his shirt was torn. He further stated that S/Sri Lakra, B. K. Sharma and T. K. Banerjee, Foreman, intervened and separated them. He also stated that again the concerned workman came with an axle rod in his hand and that when he was running towards him (Karim) some workers stopped him (the concerned workman) in the way. Thus it is seen from the statement of Sri Karim that he even did not state that the concerned workman abused him. However, he corroborated his written complaint by stating that he was accosted, assaulted and threatened by the concerned workman.

It appears that Sri B. Lakra, Personnel Officer, made an endorsement on the complaint of the concerned workman dated 20-6-80 (Ext. M-4 in the domestic enquiry). In the complaint the concerned workman had stated that on 20-6-80 when he went to the office and made enquiries as to why his attendance had been struck off, he was told that his attendance would be struck off and that he could do anything and thereafter he was beaten up in the office and was caught hold of by his collar and his shirt was torn and that was deposited with Personnel Officer. He had also complained that he was insulted and beaten up and his shirt was torn while he was on duty. He prayed that justice be done to him. Sri Lakra made an endorsement on the complaint of the concerned workman stating that the statement given by the concerned workman was not correct and that the statement given by Sri Karim was correct. Obviously Sri Lakra was referring to the complaint made by Sri Karim made against the concerned workman on 20-6-80 which has been marked Ext. M-6. It is significant to observe that in his written complaint the concerned workman did not make any allegation against Sri Karim by stating that Sri Karim insulted, beat him up and tore his shirt. At the time of domestic enquiry Sri B. Lakra, Personnel Officer, stated that on 20-6-80 at about 1.15 or 1.20 p.m. he went to the office of Sri C. D. Choudhury in the main office in order to show him the format made by him and that while he was talking with Sri Choudhury the concerned workman and Sri S. M. Karim came there and while he was discussing the format with Sri Choudhury some altercation took place between the concerned workman and Sri Karim regarding attendance matter which aggravated and resulted in catching of collar of each other. He further stated that both of them came to one side of the table when

a scuffle ensued between them and he got them separated. He further stated that the concerned workman came again after about 10-15 minutes with a rod and proceeded towards Sri Karim but they stopped him in the verandah. Thus it is seen that Sri Lakra has resiled from his earlier statement that it was the concerned workman who was the aggressor and replaced it by a story of mutual scuffle. He however supported Sri S. M. Karim by stating that the concerned workman came back after 10-15 minutes and proceeded towards Sri Karim with a rod. Sri B. K. Sharma, Accountant in his testimony in domestic enquiry stated that on 20-6-80 at about 12 noon that he heard the concerned workman asking for leave from Sri Karim on the ground that he had to go to Bhuli and that Sri Karim replied that since he had not been marked present, the question of his leave being granted did not arise. He further stated that the concerned workman thereafter told that if his attendance was not marked, the result would be bad. It is his testimony that they finished lunch and after sometime heard the loud voice of the concerned workman and the voice of Sri Karim and hearing this he got up and saw the concerned workman who was telling Sri Karim that the latter was creating trouble and that Sri Karim had got his attendance crossed by the Attendance Clerk and should he brave to come out he would take revenge. He heard Sri Karim saying that he could not mark him present since he (concerned workman) did not attend his duty in time. He further stated that thereupon the concerned workman caught hold of the collar of Sri Karim insulted and assaulted him and that Sri Karim also caught hold the collar of the concerned workman for defending himself and that they were separated by the persons present there. Lastly he stated that at about 1.30 p.m. the concerned workman was trying to get inside the office with a rod in his hand but somebody hold him. This evidence of this witness lends firm support to the case of the management that it was the concerned workman who was the aggressor and who assaulted Sri Karim and threatened to assault him again.

The statement of Himanshu Chandra Mondal is of little consequence.

Sri T. K. Banerjee, Foreman, stated that on 20-6-80 while Sri B. Lakra, C. D. Choudhury, B. K. Sharma and he himself were seated in the main office and Sri Karim was talking with Sri Choudhury and Sri Lakra the concerned workman came and accosted Sri Karim by saying as to who had marked him absent and asked Sri Karim to get his attendance marked. Thereupon Sri Karim told him that he could not mark present since he came late and that thereupon the concerned workman became infuriated and told Sri Karim that he would cut him. It is his further testimony that the concerned workman caught hold of Sri Karim's collar and Sri Karim also caught hold of the collar of the concerned workman when the latter assaulted Sri Karim with his hands and legs and Sri B. K. Sharma, Attendance Clerk separated them. Thus the evidence of this witness lends firm support to the case of the management that it was the concerned workman who was the aggressor and who assaulted Sri Karim.

Sri R. N. Dutta corroborated the case of the management by saying that he heard hue and cry on 20-6-81 at about 1.30 p.m. and that he saw

Driver snatching away a rod from the hand of the concerned workman.

Sri Rajendra Mondal supported the case of the management by stating that on 20-6-80 he heard hue and cry and saw the concerned workman with a rod in his hand and the latter wanted to go running towards Sri Karim.

Sri C. D. Choudhury stated in domestic enquiry that on 20-6-80 at about 1.30 p.m. the concerned workman came to him and reported that his attendance had been crossed and that Karim Saheb was after him. Meanwhile Sri Karim came there whereupon the concerned workman accosted him why he has crossed his attendance. Sri Karim told him that since he did not turn up for duty his attendance was not marked. It is his further testimony that the concerned workman threatened Sri Karim and told him that since he had crossed his attendance he would cut him and when Sri Karim went near the concerned workman the latter pushed Sri Karim who also pushed the concerned workman and both of them thereafter were fighting amongst themselves and Sri Lakra got him separated. Thus, the evidence of this witness also firmly lends support to the case of the management that the concerned workman accosted, threatened and was the first to assault Sri Karim.

15. The concerned workman in his statement before the Enquiry Officer stated that on 20-6-80 he reported for duty as usual and came to know from his colleague that Sri Karim was in a nasty mood and that he had brought some persons from Washipur and got them break-fasted outside. He further stated that on 20-6-80 Sri Karim had a quarrel with Sri Rajendra Lala, a Shop Keeper and that somebody told Sri Karim that he instigated Sri Rajendra Lalla. He further stated that he along with Madan Mahato had dismantled an engine and after finishing his work at 12.30 p.m. he and Arun Uday got verbal permission from Sri C. D. Choudhury for going to Bhuli and that Sri Choudhury Saheb told him to make it known to Sri Karim Saheb before proceeding. His further statement is that when he went to inform Sri Karim, the latter told him that his attendance would be cut. Thereafter he left the place and came to know from Sri B. K. Sharma, Attendance Clerk that Sri Karim got his attendance cut. He complained about his marking him absent to Choudhury Saheb when Sri Karim came and an altercation ensued in course of which Sri Karim caught hold of his collar and beat him up and that the persons present separated them and his shirt was torn which was shown Sri Lakra and he reported the matter in writing to Sri Lakra. In cross-examination he stated that Sri S. K. Das was marking attendance on that day as Sri B. K. Sharma was late in coming. This statement of his being marked present by Sri S. K. Das has not been corroborated by the evidence of Sri S. K. Das himself. Sri Das stated that since the concerned workman did not come to him to get his attendance marked on that day he did not mark him present. The concerned workman further stated that on that day Aziz Mistry had gone away after allotment of job and that he and Madan Mahato dismantled the engine of BHR 642. But Aziz Ahmed Ansari did not support the concerned workman in his testimony and stated that the concerned workman had

helper from Sri Kari mand got Madan Mahato as helper. The allegations of the concerned workman against Sri Karim of his having any animus against the concerned workman was set up at the time of domestic enquiry; it was not set up by him in his explanation submitted to the management.

Sri Bindeswari Shaw, one of the witness for the concerned workman stated that on 20-6-80 he heard the concerned workman asking Sri Karim as to why he had crossed his attendance and saw that both of them had caught the collar of each other.

Sri B. K. Sharma, Attendance Clerk who was examined as one of the witness for the concerned workman stated that on 20-6-80 at about 1.20 or 1.25 p.m. when the concerned workman was complaining to Choudhury Saheb about his being marked absent, Sri Karim Saheb reached there, and an altercation ensued between them when Sri Karim assaulted the concerned workman by catching hold of his collar. This statement of his seems to be at variance with his earlier statement in writing and hence the evidence of this witness cannot be relied upon.

16. Sri Lakhan Yadav, another witness for the concerned workman stated that on 20-6-80 there was an altercation between Sri Karim Saheb and the concerned workman over latter's being marked absent in the course of which there was a mutual fight between two of them. This witness introduced the story of mutual fight between Sri Karim and the concerned workman. But it is not worthy of credence in view of the fact that there is over-whelming evidence on record that it was the concerned workman who was the aggressor and first assaulted Sri Karim. The concerned workman could not prove that he had a justifiable cause to ask for marking him present in view of the evidence on record that he did not report for duty on 20-6-80 in time and did not get his attendance marked.

17. Considering these facts and circumstances and evidence on record I come to the conclusion that the enquiry Officer has rightly held the concerned workman guilty of misconduct and the management rightly dismissed him from service for such grave misconduct. Accordingly it is ordered that the present enforcement case be disposed of on contest. The action of the management of Central Automobile Workshop, Odhru of M/s. Bharat Coking Coal Ltd. in dismissing Sri Nagendra Kumar from service is justified.

In the circumstance of the case the parties to bear their own costs.

S. K. MITRA, Presiding Officer

[No. L-20012/163/81-D-III (A)]

P. V. SREEDHARAN, Desk Officer

नई दिल्ली, 18 दिसम्बर, 1987

का० आ० 72 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, न्द्रीय सरकार, भारतीय खाद्य निगम कानपुर के प्रबन्धतंत्र सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक धेकरण कानपुर के पंचाट को प्रकाशित करती है, जो कार को 10 दिसम्बर, 1987 को प्राप्त हुआ

New Delhi, the 18th December, 1987

S.O. 72.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Food Corporation of India, Kanpur, and their workmen, which was received by the Central Government on the 10th December, 1987.

BEFORE SHRI ARJAN DEV PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
KANPUR, UTTAR PRADESH

In the matter of dispute

BETWEEN

The President,
Food Corporation of India Mazdoor Sangh,
1, Abdul Aziz Road,
Lucknow, (U.P.).

AND

The District Manager,
Food Corporation of India,
Civil Lines,
Kanpur (U.P.).

Industrial Dispute No. 28 of 1986

Reference No. L-42012/19/85.V dated 21st January, 1986

APPEARANCES:

Workman Sri Sheetla Prasad in person.

Shri J. B. L. Srivastava, for the Management.

AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-42012/19/85 DV dated 21-1-1986, has referred the following dispute for adjudication to this Tribunal:

"Whether the action of the Management of Food Corporation of India, Kanpur, in reducing the basic pay by Rs. 51/- per month w.e.f. January, 1982, of Sri Sheetla Prasad, Picker, Chandari Depot, Kanpur, without serving on him any notice for change of service conditions is justified and legal? If not, to what relief the workman concerned is entitled?"

2. The case of the workman Shri Sheetla Prasad, in brief is that his initial appointment was that of a sticher. He was promoted to the post of Picker in 1978 and at present he is posted as Picker in Food Corporation of India at its Chandari Depot, Kanpur, with effect from January 1, 1981 a sum of Rs. 100/- per month is being deducted from his monthly wages by the opposite party illegally. He never gave an option for scales of pay applicable to Central Government Employees. He is an illiterate person who can simply make his signatures. Against illegal deduction of wages, he made several representations, but in vain. In fact no notice was given to him before decision taken by the opposite party to deduct Rs. 100/- from his basic wages.

3. The defence is that the workman was appointed by Regional Director Food North Zone, Ministry of Food & Agriculture on 12-4-58. As per Gazette notification dt. 11-6-74. His services were transferred to Food Corporation of India from 1-1-66. On 20-4-78, he was promoted to the post of Picker and upon his exercising option for scales of pay admissible to Central Government Employees, his pay has been fixed in the revised pay scales of Picker Rs. 210-290. He gave his option for the scales applicable to Central Government in the prescribed form on 28-6-77, in the presence of Shri D. K. Awasthi, Assistant Manager (Quality Control) and Sri S. K. Sharma Assistant Manager (Administration), who were then posted at Kanpur. The option given by him was accepted by the Management. The case set up by the workman with regard to his alleged deduction of wages is not correct. In fact the pay which he had been drawing was erroneously fixed and when this fact came to the notice of the Management, in view of the option exercised by him the mistake was rectified.

4. In his rejoinder the workman denies that he ever exercised his option for the pay scale of Central Government. Accordingly to him option means a chance should be given to the employee to choose any benefit for his betterment and it does not mean that he should be forced for fixation of pay in the lower pay scales.

5. In support of its case, the management filed as many as 6 affidavits. The affidavits are of S/Sri BS Rathore, the then District Manager, F.C.I., Kanpur, Sri S. K. Sharma, Asstt. Manager (Administration), D. K. Awasthi, Asstt. Manager (Quality Control), Sri, Bindu Prasad Nigam, a Grade III Assistant, Sri Ram Sewak and Sri Jawahar Lal Kureel another Gr. III Assistant and out of these only 4, namely, S/Sri B. S. Rathore, S. K. Sharma, Bindu Prasad Nigam and Jawahar Lal Kureel have been examined by the authorised representative for the workman.

6. After the arguments were concluded, it was noticed by me while preparing the case for giving award, that the affidavit of Sri B. S. Rathore, is no affidavit in the eye of law because it was nowhere stated in it that the facts stated in it have been solemnly affirmed on oath. Had this fact been pointed to the management at the time of cross examination of the witness, it was quite possible that the management might have taken steps to cure the defects. Therefore, in the ends of justice an opportunity was given to the management to take such steps as it might think proper. Upon that the management filed affidavit of Sri J. B. L. Srivastava now posted as District Manager, Food Corporation of India, Kanpur. The workman was given an opportunity to cross examine Sri Srivastava, on the affidavit filed by him but despite giving of notice neither the workman nor his authorised representative turned up. The management also filed a few documents in support of its case. On the other hand in support of his case the workman filed his own affidavit and the affidavit of one Sri Anand Tewari and both were duly examined by the authorised representative for the management.

7. In his cross examination the workman has admitted that he got an appointment under the Government of India, on 12-4-58. He further admitted that his services were transferred to the Food Corporation of India in 1966. Paper No. 3 to the affidavit of Sri J. B. L. Srivastava, is the Government Gazette Notification dated June 11, 1974, which shows that in exercise of the powers conferred by section 12-A of the Food Corporation's Act, 1964, (Act No. 37 of 1964) as amended upto date, the Central Government transferred many officers and many employees to the Food Corporation of India, with effect from the dates mentioned against their names. The name of Sri Sheetal Prasad, workman in question, appears at serial No. 1383. The entry against his name shows that he was transferred to the F.C.I. w.e.f. 1-3-69, and not in 1966 as has been alleged in the written statement, Sri B. S. Rathore, the then District Manager, F.C.I. has also stated in his cross examination that the workman in question was transferred to F.C.I., Kanpur w.e.f. 1-3-69.

8. In his cross examination the workman has further stated that in 1977, such of the employees of F.C.I. as had come on transfer from Government of India, were asked to exercise their option either for leave rules and pay scales as applicable to Central Government Servants or leave rules and pay scales as applicable to F.C.I. He got the option form filled from a Baboo of his office and signed it. After seeing his original option form he admitted that Ext. M-1 is the photostat copy of option form which he got filled from a Baboo of his office and signed it. Ext. M-1 is dated 25-6-77. It shows that the workman opted for scales of pay applicable to the post held by him under the Government immediately before the date of his transfer and further opted for leave, Provident Fund, retirement or other terminal benefit as are admissible to employees of Central Government. Paper no. 5 to the affidavit of Sri J. B. L. Srivastava, is the photostat copy of Gazette Extraordinary dated 31st December, 1976. It refers to Food Corporation's Amendment Ordinance 1976. By means of this ordinance certain amendments were introduced in section 12A of the FCI Act, 1964. By means of this amendment such officers and employees who had come on transfer to FCI from Government of India were given 6 months time to exercise their options under sub section 4 of section 12-A. The management has filed the photostat copy of FCI Act, 1964. It is paper No. 11 to the affidavit of Sri J. B. L. Srivastava, Sub section 4

refers to exercise of option in writing with regard to governance by an employee by Central Pay scales and leave rules or pay scales and leave rules applicable to F.C.I.

9. Thus it was in the light of the said ordinance that the workman exercise his option within 6 months from the date of publication of the above ordinance in the Gazette Extra Ordinary. Ext. M-2 is the photostat copy of the letter dt. 11-3-80, from the workman to the District Manager, F.C.I. Kanpur. In reply to a letter referred to in Ext. M-2 it was stated by the workman that he had opted for the pay scales applicable to the post under FCI and leave, provident fund, re-imbursement and other formal benefits to the employees of the Central Government in accordance with rules. As such the question of refund of excess amount drawn by him did not arise. Towards the end of his letter he stated that in case there was any error in his option form it should be corrected accordingly or a fresh form should be supplied to him to enable him to exercise a fresh option in this regard.

10. In view of the option exercise by him through Ext. M-1, it cannot be admitted that he had given option for pay scales applicable to the employees of FCI recruited directly by FCI.

11. The question is whether he could have been allowed to exercise fresh option. I think he could not. It is clear from Food Corporation's (Amendment) Ordinance 1976 that the option was to be exercised within 6 months, and that option once exercised would be final. Therefore, it was not open to him to change his option already exercised by him. In para 3 of his cross examination the workman has stated that the scale of pay of Picker under F.C.I. is Rs. 265-350 and it is not the scale of pay of the Central Government Employees i.e. to say employees of F.C.I. who opted for pay scales of Central Government. He has expressed his ignorance whether the scale of pay of Picker according to Central Government Pay scales is or is not Rs. 210-290. It has been specifically stated by Sri J.B.L. Srivastava, the present District Manager, F.C.I. Kanpur, in para 7 of his affidavit that consequent upon exercising his option for the Central Government Pay Scales, the pay of the workman has been fixed in the revised pay scale of Picker of Rs. 210-290 and accordingly his pay has been fixed in the revised pay scale of Picker from the date of his promotion, i.e. 255 on 20-4-78, 260 on 1-4-79, 265 on 1-4-80, 270 on 1-4-81 and Rs. 175 on 1-4-82. He has further deposed in para 27 of his affidavit that the highest stage of the time scale of Picker being 290 the basic pay of the workman could never had been Rs. 365. There was an error in fixation of his pay and as such it is the case of over payments of wages and over payments made are now being recovered. I see no reason to disbelieve the defence case that under Central Government pay scales the scale of pay of Picker is Rs. 210-290. Despite the fact that the scale was mentioned by management in its written statement, the workman has not given in the rejoinder or in his affidavit the scale of pay of Picker under central pay scales. It was not difficult for him to have given central pay scales of Pickers had the scales of pay as given by the management been incorrect.

12. On 28-10-87, the date fixed for argument, during the course of his arguments the workman did say that whereas those who had opted for central pay scales are entitled to pension those who have opted for FCI pay scales are not entitled to it. Pensionary benefits is indeed an important benefit of service, so if the Central Government has lower scales of pay than FCI in respect of the post of Picker, it will not amount to any discrimination. Simply because before correcting the error in the fixation of pay in the light of the option exercised by the workman no notice was given to the workman that will not make the action of the management unjustified, or illegal.

13. Accordingly, I hold that the action of the management of Food Corporation of India, Kanpur, in reducing the basic pay by Rs. 51 per month w.e.f. January 1982, of the workman without giving him any notice is fully justified and legal. Hence, the workman is not entitled to any relief.

14. Award is given accordingly.

15. Let 6 copies of this Award be sent to the Central Government for its publication.

Dt. : 30-11-87.

ARIAN DEVI, Presiding Officer
[No. L-42012/19/85-D.V/D.II(B)]

का० आ० 73 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम लखनऊ के प्रबन्धन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-12-87 को प्राप्त हुआ था।

S.O. 73.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Kanpur, in the industrial dispute between the employers in relation to the management of Food Corporation of India, Lucknow, and their workmen, which was received by the Central Government on the 10-12-87.

BEFORE SRI ARIAN DEV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
KANPUR

Industrial Dispute No. 269 of 1985

In the matter of dispute
BETWEEN

The Distt. Secretary, Class IV Employees Union C/o
Food Corporation of India, 29, B. N. Road
Lucknow.

AND

The District Manager Food Corporation of India 29,
B. N. Road, Lucknow.

APPEARANCE :

Shri M. Shakeel representative for the workmen.

Shri R. C. Srivastava representative for the Management.

AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-42012(19)85-D V dated 4th November, 1985, has referred the following dispute for adjudication to this Tribunal :—

Whether the termination of services of 10 workmen (listed) in the Annexure with effect from 31-12-84 after completion of one year continuous services, by the District Manager, Food Corporation of India, Lucknow, is justified? If not, to what relief they are entitled?

Annexure	Fathers name	Date of appointment
1. Sri Prem Prakash	s/o Late Lachman Prasad	31-5-76
2. Sri Ram Narain	„ Shri Chandra Ball	17-3-78
3. Sri Anand Singh	„ Late Lachman Singh	14-4-80
4. Sri Subhash Pandey	„ Shri Ram Lakhan Pande	1-1-82
5. Sri Ajaz Kkan	„ Shri Abrar Khan	May 1983
6. Sri Ved Prakash	„ Sri Ram Swarup	11-4-84
7. Sri Vijai Kumar Gupta	„ Shri Sheo Raj	11-4-84
8. Sri Naresh	„ Shri Sheo Prasad	11-4-84
9. Sri Zainul Abdin	„ Shri Nadir Khan	11-4-84
10. Sri Ram Shanker	„ Shri Behari Das	1-5-84

2. The dispute before the Central Government giving rise to the above reference was raised by District Secretary Class IV Employees Union, F.C.I., Lucknow. The claim statement therefor, has been filed by the District Secretary for these 10 workmen. He has alleged that S/Sri Prem Prakash Ram Narain, Anand Singh, Subhash Pande and Azaj Khan were appointed on 31-5-76, 17-3-78, 14-4-80, 1-1-82 and May, 1983, respectively. S/Sri Ved Prakash, Vijai Kumar Kumar Gupta, Naresh and Jainul Abdin were given appointments on 11-4-84 and the 10th man Sri Ram Shanker got his appointment on 1-5-84. He alleges that although the above named workmen were appointed against clear regular vacancies, they were however, treated by the management as casual labourers so that they might be debarred from their claim as permanent hands in Food Corporation of India. Although designated as Waterman, they were performing all the duties of peons etc. In the office of District Manager,

F.C.I., Lucknow, members of sub-staff are described as peons, watchmen and safaiwala. No member of sub-staff has a designation like waterman. Thus the District Manager was not issuing proper appointment letters to the workmen. He also adopted an unfair labour practice by giving them appointment in such a way that they were not able to complete more than 240 days in a year. He was rather giving instructions clearly mentioning in the appointment orders that these workmen engaged as casual labours should be given breaks on close days and holidays besides at least one day break in each month. The workmen were also not given minimum wages as prescribed from time to time under the U. P. Shops and Commercial Establishments Act w.e.f. 1978. They were also not allowed weekly offs. Lastly, it is alleged that while terminating their services they were not given any notice or salary of the notice period and retrenchment compensation as per provisions of the I. D. Act.

4. The defence is that these workmen were engaged for pouring water during relevant period as waterman. According to the management there is no post like Waterman in the F.C.I. They were never engaged against clear vacancies as alleged in the claim statement. Their engagement was casual. There was no continuous work for them with the F.C.I., nor they had completed 240 days continuous service in a year. Even according to the facts alleged in the claim statement Sri Ram Shanker had not completed 240 days working in a year so his case is not covered under the provision of I. D. Act. The other workmen have not furnished proof of their having completed 240 days of working within 12 months preceding the date of their disengagement. As regards allegations of the workmen that they were not paid minimum wages, it is pleaded by the Management that this aspect is not covered under the reference to this Tribunal. Moreover, U. P. Shops & Commercial Establishment Act has no application to F.C.I. Organisation. It is further pleaded that the services of the workmen were never terminated and this being so the reference does not cover the dispute raised by the class IV employees union. According to it even if the disengagement is construed as termination, even then the services of S/Shri Prem Prakash, Ram Narain, Subhash Chandra Pandey, Anand Singh and Azaj Khan were disengaged w.e.f. 31-12-84. Lastly, it is pleaded that S/Sri Ram Narain, Subhash Chandra Pandey, Prem Prakash, Azaj Khan, Ved Prakash, Ram Shanker and Vijai Kumar Gupta were again engaged during the summer season in 1985 for the period April, 1985 to November, 1985, subject to availability of work. This would show that their engagement as waterman was according to the nature of work and that on the completion of work their services were to be disengaged. It would further show that the work was of casual nature and seasonal.

5. In support of their respective cases each side has filed affidavits and documents. From the side of the Management affidavit of Sri G. P. Pandey, District Manager, F.C.I. was filed and from the side of workmen affidavits of S/Shri Vijai Kumar Gupta, Subhash Chandra Pandey and Azaj Khan were filed. All these persons who filed the affidavits were cross examined by Authorised Representative of the other side.

6. In short the case of the workmen is that they were appointed against clear regular vacancies and that their services were terminated by the management in breach of the provisions of section 25F I. D. Act. I may state here that it is not the case of the management that the workmen were given one month's notice or one month's salary in lieu of notice besides retrenchment compensation.

7. The first point for consideration is whether or not these workmen were appointed against clear vacancies of permanent nature.

8. On this point we have no satisfactory evidence from the side of the workmen. In paras 1 and 3 of his affidavit dated 4-3-87, Sri Azaj Khan has deposed that he had been working as temporary hand as waterman under the District Manager F.C.I., Lucknow, during the period 1983 to Dec. 31, 1984 and that his services as temporary hand were terminated by the District Manager, F.C.I., abruptly on December 31, 1984. To the same fact the affidavits of S/Shri Subhash Chandra Pandey and Vijai Kumar Gupta. No doubt they have also deposed in their affidavits that the District Manager, F.C.I. had been taking the work of Sub Staff in place of clear vacancies of peons, in view of the facts deposed to above by them in their affidavits and in

view of absence of documentary evidence on the point, I am not prepared to believe their case that they were appointed by District Manager, F.C.I., Lucknow against clear permanent vacancies. In his affidavit dt. 30-7-86, Dr. G. P. Pandey, District Manager, F.C.I., Lucknow, has deposed that their appointment was purely seasonal. He has further deposed that sometimes services of some of the workmen were utilised as casual labour.

9. The next important question which, therefore, arises is whether each of them before termination of their services/disengagement had been in continuous service for not less than one year in the employment of F.C.I. Lucknow. Under section 25-B(2)(a) I.D. Act, a workman would be deemed to have been in continuous service for a period of one year if during the period of 12 calendar months preceding the date of his termination/disengagement he had actually worked for 240 days. Such of the workmen as had rendered one year's continuous service, would be entitled to one month's notice or one month's pay in lieu of notice besides retrenchment compensation. In his cross examination Dr. G. P. Pandey has deposed that S/Shri Prem Prakash, Ram Narain, Anand Singh and Subhash Chandra Pandey had completed 240 days of regular work prior to 31-12-84. As regards Sri Azaz Khan, in the beginning he felt some what different but a little later he admitted that he too had worked for more than 240 days.

10. Sri Azaz Khan in his affidavit has deposed that he had worked for 219 days in 1983 and 306 days in 1984. On the point under consideration reference can be usefully made to exhibits W-1 to W-5. These are statements regarding the number of days, S/Shri Prem Prakash, Ram Narain, Anand Singh and Azaz Khan had worked during 1983 and 1984. These statements do not appear to be complete because the working days of 1984, have been shown only in respect of the month of January. From the statement Ext. W-1 it appears that Prem Prakash had worked for 351 days in 1983 and 29 days in 1984, from the statement Ext. W-4 it appears that Sri Ram Narain worked for 347 days in 1983 and 29 days in 1984, from the statement Ext. W-2 and Ext. W-3 it appears that Sri Anand Singh worked for 322 days in 1982, for 333 days in 1983 and for 147 days in 1984 (1-1-84 to 31-7-84); and from the statement Ext. W-5 it appears that Sri Azaz Khan worked for 219 days in 1984 and for 29 days in 1983. The correctness of all the statements have not been disputed by the Management and on its behalf the endorsement of "Admitted" has been made on these documents. The statement Ext. W-5 begins from May 1983. So even from May 1983, the number of working days upto January, 1984 comes to 248 days in case of Azaz Khan.

11. Thus from the evidence discussed above, it is established beyond doubt that the case of S/Shri Prem Prakash, Ram Narain, Anand Singh, Azaz Khan and Subhash Chandra Pandey is fully covered by section 25F I.D. Act and they were entitled to one month's notice or one month's salary in lieu of notice besides retrenchment compensation under said section. The Management having failed to observe the compliance of the provisions of section 25F, these 5 workmen would be deemed as still continuing in service and further entitled to full back wages.

12. From the claim statement it is clear that workman Sri Ram Shanker was appointed/engaged on 1-4-84 and that till December, 1984 he worked only for 209 days, his case is, therefore, not covered by section 25F I.D. Act. Hence, he is not entitled to any relief. His termination of service was not justified.

13. Now we are left with the case of S/Sri Ved Prakash, Vijai Kumar Gupta, Naresh and Jainul Abdi. As per facts stated in the claim statement all the 4 of them got appointments on 11-3-84. Sri Vijai Kumar Gupta has deposed in his affidavit that he alongwith S/Sri Ved Prakash, Naresh and Jainul Abdi got appointment as temporary workman on 11-4-84, and all the 4 of them had worked upto 31-12-84. Thus all of them had worked for more than 240 days. It has been further deposed by Sri Vijai Kumar Gupta that when they demanded the wages for the month of December, 1984, the District Manager scolded them and told them that their services had already been terminated w.e.f. 4-12-84. The question which, therefore, arises is whether their services were terminated w.e.f. 4-12-84 or

w.e.f. 31-12-84 after-noon. In his cross examination Dr. G. P. Pandey, had referred to his copy of order which is paper no 26 of the list of documents dated 30-7-86. Paper no. 26 of the said list is the copy of the office order dated 4-12-84 by means of which the services of these 4 workmen engaged as workmen were terminated with immediate effect i.e. w.e.f. from the forenoon 4-12-84. The same fact has been deposed to by Dr. G. P. Pandey in para 8 of his affidavit. There being no other cogent and reliable evidence from the side of the workmen to prove that they had worked upto 31-12-84, I have no reason to disbelieve Dr. G. P. Pandey, whose averments finds corroboration from the above mentioned office order. So even if all these 4 workmen are taken as having joined on 11-4-84, they would not be completing 240 days working during the period of 12 months preceding the date of their termination. The total number of working days would come to 237. Their case thus is not covered office order. So even if all these 4 workmen are taken as if they too are not entitled to any relief. Their termination/disengagement was thus proper and justified.

14. The result is that whereas the termination of S/Sri Prem Prakash, Ram Narain, Anand Singh, Azaz Khan and Subhash Chandra Pandey by the management w.e.f. 31-12-84 was not justified, the termination of services of the remaining 5 workmen namely S/Sri Ram Shanker, Ved Prakash, Vijai Kumar Gupta, Naresh and Jainul Abdi was justified.

15. Consequently S/Sri Prem Prakash, Ram Narain, Anand Singh, Azaz Khan and Subhash Chandra Pandey would be deemed to be in continuous service and entitled to full back wages.

Award, is given accordingly.

Let six copies of this award be sent to the Government for its publication

Dated : 27-11-1987.

ARIJAN DEV, Presiding Officer
[No. L-42012/10/85-D.V/D II(B)]

नई दिल्ली, 22 दिसम्बर 1987

का० आ० 74 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीय लोक निर्माण विभाग के प्रवर्धित में सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पक्षपक्ष का प्रकाशित करती है, जो केन्द्रीय सरकार को 11-12-87 को प्राप्त हुआ था।

New Delhi, the 22nd December, 1987

S.O. 74.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, as shown in the industrial dispute between the employers in relation to the management of C.P.W.D. and their workmen, which was received by the Central Government on the 11-12-1987.

BEFORE SHRI G. S. KALRA, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL,

NEW DELHI

I.D. No. 3/87

In the matter of dispute between :

Shri Arijan Dev, represented by CPWD Mazdoor Union, F-26 (Old Qtrs.), DJZ Area, Raja Bazar, Baba Kharak Singh Marg, New Delhi.

Versus

Superintending Engineer, DCC-VI(Conrd), CPWD, New Delhi.

Executive Engineer, Parliament Works Division, No. II, CPWD, I. P. Bhawan, New Delhi.

APPEARANCES :

Shri H. S. Vats—for the workman.

Shri Narinder Chaudhary—for the Management.

AWARD

The Central Government in the Ministry of Labour vide its notification No. L-42012/15/86-D.II(B) dated December, 1986 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the demand of C.P.W.D. Mazdoor Union for promotion of Shri Arjun Dev, Carpenter to the post of Work Assistant retrospective effect is justified ? If so to what relief the workmen is entitled to ?"

2. Some of the undisputed facts are that the workman was appointed against direct recruitment quota as Carpenter w.e.f. 27-6-1966. Having put in sufficient period of service the workman had become eligible to take the trade test for promotion to the post of Work Assistant. In fact the name of the workman was included in the eligibility list of work charged staff circulated by the Suptdg. Engineer DCC VI CPWD. However, the date time and venue of the test was not intimated to the workman by the Executive Engineer, Parliamentary Works II Division, CPWD. The Trade test was actually held from 7-10-84 to 12-10-84. The workman did not participate in that trade test. As a result of the non-participation of the workman in the trade test he was not promoted to the post of Work Assistant whereas persons junior to him were selected and posted as Work Assistant.

3. The case of the workman is that he could not take the trade test as he was not intimated about the date time and venue of the same by the Executive Engineer Parliamentary Works Division II CPWD and consequently without any fault on his part he has been denied the opportunity to take the test and to be promoted to the post of Work Assistant whereas persons junior to him were, tested, selected and promoted. Therefore, he has claimed that he is entitled to be promoted to the post of Work Assistant from the date the persons junior to him were promoted.

4. The case of the Management is that the mere inclusion of the name of the workman in the list of eligible work charged staff to appear in the trade test did not confer any right on the workman to be appointed as Work Assistant. The workman ought to have applied to appear in the Test which he failed to do. The notification regarding the date, time and venue of the test were displayed on the notice board of the concerned office by the Assistant Engineers and, therefore, the contention of the workman that he was not informed of the date, time and venue of the trade test is not correct. No individual letters are written to each and every eligible candidate and rather a general circular notification is usually issued for the purpose which was done in the present case. As the workman did not appear in the trade test, his juniors who appeared in the test and qualified are entitled to promotion whereas the workman who did not take the test is not entitled to the promotion. The workman cannot take advantage of his own negligence for non-appearance in the test. He had the knowledge of the trade test being conducted well in advance and had he been interested he should have approached the authorities concerned but his failure to sit and appear in the test cannot deprive other officials of their rights of promotion which they have acquired after passing the trade test.

5. On a consideration of the evidence produced by the parties, it becomes manifest that the workman who was found eligible to take the trade test for promotion to the post of Work Assistant could not take the trade test because of the slip on the part of the Management. The most appropriate response on the part of the Management on the dispute raised by the workman should have been to frankly admit the mistake committed by it and to set right the wrong but it appears that in order to evade the responsibility for the lapse the Management has contested the claim of the workman. Ex. W-1 is a copy of the letter No. 10(8)/85-PWD II/1709 dated 16-9-1985 addressed by the Executive Engineer, Parliamentary Works Division No. II CPWD, New Delhi to the Assistant Labour Commissioner 'C', New Delhi, the relevant extracts thereof which speak of themselves are reproduced below :

1. **

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87/2015 GI-13.

2. As per available records the worker never submitted any application for the post of Work Asstt. He only represented on 29-3-85 after declaration of result and just before the issue of promotion orders by the SE, DCC-VI vide his No. EIV/Coord/DCC-VI/WA/A/8420-30 dated 29-5-85.

3. Based on information given vide this office letter No. 10(1)/82-PWD II/2385 dated 21-10-82 and 10(1)/83-PWD II/298 dated 16-2-84 SE, DCC-VI issued eligibility list vide his Notification No. EIV/Coord/DCCVI/WA(A)/2846 dated 16-4-83 and EIV/Coord/DCCVI/84/11137 dated 26-9-84 respectively which included name of Shri Arjun Dev, Carpenter.

4. The Extract copy of notification was supplied to All the Assistant Engineer's to inform the same to the worker concerned & who had completed more than 10 years as skilled workman. The Asstt. Engineer's complied with the instructions & also displayed the copy of notification on Noticeboard. The Contention of Shri Arjun Dev, Carpenter that he was not informed and was aware that juniors were informed does not appear sound, when he was knowing that the trade test are being held & there was a slip on the part of department to inform him he should have approached his officers & represented which he did not do and hence no help could be given to him. When he represented during 3/85, then also SE DCCVI was requested vide this office letter No. 10(8)/85-PWD II/921 dated 13-5-85 to consider his case.

5. ** ** *

6 & 7. xx xx xx

8. Based on representation dated 29-3-85 received from Shri Arjun Dev Carpenter we have strongly recommended and forwarded his case to SE DCC-VI vide this office letter No. 10(8)/85-PWD II/921 dated 13-5-85 and 10(8)/85-PWD II/1141 dated 12-6-85 respectively. For deciding the case SE, DCC-VI is the authorised & competent authority & no communication has so far been received from him in this matter."

It is, therefore, clear that as early as 16-9-85 the Management admitted that the default committed on its part and strong recommendation had been made in favour of the workman. It is also admitted that the workman had made his representation dated 29-3-85 before the issue of promotion orders on the basis of the trade test and, therefore, there was still time for the Management to correct its error, but, for reasons best known to it, it decided to perpetuate the wrong by passing promotion orders in respect of persons junior to the workman. Ex. W-10 is the copy of another letter dated 10-9-85 addressed by the Suptd. Engineer to the Executive Engineer Parliamentary Works Division II in which it has been mentioned that the eligibility list for participation in the trade test had been sent to the Executive Engineers and they had been asked to intimate to the three persons mentioned, including the workman, regarding the date and venue of the trade test, and further that the names of these persons had not been included by the Executive Engineer for which it is the Executive Engineer who was responsible and there was no fault on the part of the Suptd. Engineer and further that it was not possible to fix another trade test and in due course the date of the next trade test would be intimated. It was, therefore, cause of passing on the buck between various officers of the Management but the workman cannot be made to suffer for their fault.

6. The Management has insisted with vehemence that a notice regarding the date, time and venue of the trade test was displayed on the notice board and the workman had the knowledge about the holding of the trade test

and he could have participated in the same. The workman in his statement as WW1 has denied that any such notice had been displayed. He has examined WW-2 Shri Phool Singh Assistant Carpenter who also has denied that any such notice was displayed on the notice board in he Sharma Shakti Bhawan where he was working. MW1 Shri V. K. Gupta had stated that a notice for the trade test was put on the notice board and he was asked to produce copy of the said notice which is Ex. M-1. On this notice Ext. M1 there is nothing by the officer for taking necessary action and the notice is in the date 8-10-84. The trade test was from 7-10-84 to 12-10-84 which clearly goes to show that this notice had not been displayed on the notice board at least till 8-10-84 and, therefore, the contention of the Management that the workman had prior knowledge about the trade test is repelled.

7 As the situation now stands, it is too late in the day to ask the workman to sit in a fresh trade test. Even if the workman was asked to take fresh trade test, it would not assuage his grievance of restoration of his seniority in relation to his juniors who took part in the trade test and were selected and promoted. As there was no fault on the part of the workman in this fiasco, the only appropriate course appears to be to waive the condition of passing of the trade test in respect of this workman. The demand of the CPWD Mazdoor Union for promotion of the workman to the post of Work Assistant with retrospective effect is fully justified. It is, therefore, directed that the workman be deemed to have passed the requisite trade test, and he should be promoted to the post of Work Asstt. From the date his next junior was promoted and he should be allowed all consequential benefits. This reference stands disposed of accordingly.

Further It is ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

Dt : 24th November, 1987.

G. S. KALRA, Presiding Officer

[No. L-42012/15/86-D.II(B)]

का० आ० 75 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबन्धन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11 दिसम्बर, 1987 को प्राप्त हुआ था।

S.O. 75—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, as shown in the Industrial Dispute between the employers in relation to the management of Food Corporation of India, and their workmen, which was received by the Central Government on the 11th December, 1987.

BEFORE SHRI G. S. KALRA, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL,
NEW DELHI

I. D. No. 25/86

In the matter of dispute between :

Shri Sri Bhagwan Shri Shri Mool Chand, r/o Kheera Dabar Village, Delhi.

Versus

The Regional Manager, Food Corporation of India, 17, Prabhat Kiran Building, Ra,endra Place, New Delhi.

APPEARANCES :

Shri Dharam Pal for the workman.

Shri C. M. Baweja for the Management.

AWARD

The Central Government in the Ministry of Labour vide its notification No. L-42012(18)/85-D.V dated 13th December, 1985 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the Regional Manager, Food Corporation of India, 17, Prabhat Kiran Building, Ra,endra Place, New Delhi in removing Shri Sri Bhawan, Carpenter from service with effect from 31-7-1984 is justified ? If not, to what relief the workman is entitled ?"

1 Some of the undisputed facts are that the workman joined the service of the FCI (hereinafter referred to as the Management) on 22-8-1982 as Carpenter on daily wages and he worked upto 31- 1984 when his services were dispensed with. No notice or charge sheet was served upon the workman nor any enquiry held against him nor any wages in lieu of notice nor any retrenchment compensation was paid to him.

2. The case of the workman is that the termination of his services was an act of malafides and mischief as he had demanded better wages which was not acceptable to the Management. The workman has sought his reinstatement with continuity of service and full back wages.

3. The case of the Management is that the workman was employed only on casual basis and his services were no longer required as there was no work for the Carpenter and moreover he was offered alternative job which was not acceptable to him and consequently his services were dispensed with. As he was employed on casual basis no notice for his retrenchment or termination was served. The allegations of malafides and mischief were denied.

4. It is now settled law that the protection of Chapter V-A of the I. D. Act is available to all categories of workmen including the casual workmen employed on daily wage basis if they fulfil the other necessary qualifications. The only point that requires to be determined is whether the workman had completed one year of continuous service before his termination. Shri D. K. Basu MW1 in his affidavit has stated that the workman has put in the following working days during his tenure :

Year	Month	No. of days for which worked
1982	September 1982	26
	October 1982	25
	November 1982	25
	December 1982	26
1983	January 1983	13
	February 1983	23
	March 1983	22
	April 1983	23
	May 1983	22
	June 1983	25
	July 1983	24
	August 1983	25
	September 1983	23
	October 1983	Nil
	November 1983	Nil
	December 1983	24
1984	January 1984	24
	February 1984	11
	March 1984	26
	April 1984	23
	May 1984	14
	June 1984	26
	July 1984	18 "

The workman has accepted the above working days as correct in his statement as WW1. As per the above figures, number of working days during the 12 calendar months preceding the date of termination works out to 214. However, to this must be added the Sundays and National

and Festival Holidays the number of which comes to 59, and in that event the number of working days during the 12 calendar months workout to 273. Even if 10 days were reduced for the no work period during October and November, 1983, on proportionate basis, the number of working days still works out to 263. In these circumstances, the workman is proved to have completed one year's continuous service in terms of section 25-B of the I. D. Act and in that event it was mandatory for the Management to comply with the provisions of section 25-F of the I. D. Act. On its own admission the Management did not serve any notice nor pay any wages in lieu of notice nor any retrenchment compensation to the workman. Hence the order of termination of service of the workman must be held to be illegal and invalid for non-compliance with the mandatory provisions of section 25-F of the I. D. Act. The workman is accordingly entitled to reinstatement with continuity of service and with full back wages. This reference is disposed of accordingly.

Further it is ordered that the requisite number of copies of this award may be forwarded to the Central Government for necessary action at their end.

26th November, 1987.

G. S. KALRA, Presiding Officer
[No. L-42012/18/85-D. V(D), II(B)]

का० आ० 76 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, नारवर्न रेलवे प्रशासन के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रवाशित करती है, जो केन्द्रीय सरकार को 11 दिसम्बर, 1987 को प्राप्त हुआ था।

S.O. 76.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, as shown in the industrial dispute between the employers in relation to the management of Northern Railway Administration and their workmen, which was received by the Central Government on the 11-12-87.

BEFORE SHRI G. S. KALRA, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL, NEW
DELHI

I.D. No. 1/85

In the matter of dispute between :

Shri Ghasita Singh Paul vs. Shri Kalu Singh,

H. S. Fitter through Uttar Railway Karamchhari Union,
5239, Ajmeri Gate, Delhi.

Versus

The Senior D.M.E. (Diesel),
Northern Railway,
Diesel Shed,
Tughlakabad.

2. The General Manager,
Northern Railway,
Baroda House,
New Delhi.

APPEARANCES :

Shri Partap Rai—for the workman.

Shri S. L. Nim—for the Management.

AWARD

The Central Government in the Ministry of Labour vide its notification No L-41011/2/84-D.II(B) dated 25th February, 1985 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the Northern Railway Administration in dismissing Shri Ghasita Singh Paul, Ex. H. S. Fitter from service is legal and justified? If not, to what relief the workman is entitled?"

2. Some of the salient facts are that the workman Shri Ghasita Singh Paul joined service on the Western Railway on 23rd April, 1961 and at his own request was transferred to Northern Railway Kalka Workshop in July, 1972. Then he was transferred to Diesel Shed Tughlakabad as Mechanical Fitter. There were instances of slogan shouting and gherao of officers and damage to railway property p.m. 10-8-83 and 26-8-83. The workman was dismissed from service under Rule 14(ii) Discipline and Appeal Rules 1968 without any enquiry vide order dated 9-8-83 (Ex. M-7). An appeal dated 26-9-83 filed by the workman was also dismissed vide order dated 1-12-1983 of the Divisional Personnel Officer (Annexure 'C').

3. The case of the workman is that he is an office bearer of the Uttar Railway Karamchhari Union since he joined service with the Northern Railway and he was elected Secretary of Tughlakabad Branch. He used to be harassed by the Diesel Shed Administration for his Trade Union activities. On 26-8-83 the Railway Administration transferred him to Diesel Shed Shakur Basti on same allegations, by bypassing all norms and regulations and the transfer could not be effected and remained on papers only. He has further alleged that he had been exposing the corrupt practices of railway supervisors and officers at Tughlakabad Diesel Shed and it is such corrupt elements who misused their position and got him implicated in different cases. He further stated that the agitation on 10-8-83 was a spontaneous outburst of wrong action of one Shri Ranga G.F.O./DSL/TKD and there was no instigation on his part. The affected staff was raising slogans alongwith office bearers of other Union and to single him out and claim him only is an example of prejudicial attitude of the Management. The happenings of 26-8-83 were again the spontaneous outburst in sympathy on the death of a co-worker who was badly cut into pieces by the fan of a Diesel Engine, and he was only made a scape goat. The Railway Administration was bent upon in turning him out of service and hence it took action in haste and without following the proper procedure. Hence he challenged the orders of his dismissal as being without any enquiry and against the principles of natural justice and as arbitrary.

4. The Management justified the order of dismissal of the workman as legal and valid and submitted that action against the workman was taken in accordance with the Rules. It was further stated that the workman right from the beginning of his service had been in the habit of shirking from work for which he had been warned. He indulged in propagating and promoting disturbances by organising the workers to obstruct the smooth working of the Railways while posted in the Western Railway he caused damage to the Railway, with the result that his work was found unsatisfactory and his confirmation was withheld. He had been failing in trade test. Instead of taking interest in his work he had been keeping himself engaged in arranging gate meetings and instigating workers against the Administration. The workman was awarded the following punishments on different occasions :

- (i) Stoppage of passes for 3 years on 18-7-81 for absconding from duty from 5 to 7.30 hours on 8-5-81 causing heavy detention to Engine No. 17-1-84.
- (ii) Withholding of increment temporarily for 2 years on 29-6-81 for absconding from duty from 2 to 4 hours on 2-6-81.
- (iii) Withholding of increment temporarily for one year, for organising gate meetings on 6-1-82.

It was further stated that the workman was transferred from Tughlakabad to Shakur Basti vide letter dated 20-8-83. The workman was called in the Chamber of G.F.C./DSL/TKD in presence of one independent witness to receive the letter for sparing him on transfer but he refused to accept the orders deliberately. The workman further indulged in illegal activities in order to evade his transfer from Tughlakabad and indulged in intimidation and unlawful restraint of the

railway officers. He indulged in the following unlawful activities :

- (i) Instigating staff between 16.40 hrs. to 18.00 hours on 10th August, 1983 in the Diesel Shed Tughlakabad Shouting slogans against the Administration.
- (ii) Organising Gherao of DRM, ADRM. I, Sr. DME from 19.00 hours of 26th August, 1983 to 1.30 hours on 27th August, 1983.
- (iii) He also instigates staff to resort to :
 - (a) Interrupt through running of trains from Tughlakabad Shed.
 - (b) Interfere with the functioning of locus and their movement out of shed.
 - (c) Causing damage to railway property including signalling equipment, thereby endangering public safety.
 - (d) Causing damage to railway property in the premises of DSL Shed, Tughlakabad.

5. The workman was served with charge sheet dated 1st April, 1983 for major penalty for the above mentioned charges but he neither acknowledged the charge sheet nor submitted any explanation. He was also served with show cause notice dated 1st September, 1983 for submitting his explanation to the charges referred to in the notice but he did not care to acknowledge the same. The workman was, therefore, removed from service by invoking the provisions of Rule 14(ii) of the Discipline and Appeal Rules 1968 by passing the speaking order dated 8th September, 1983. Under the provisions of Rule 14(ii) of the Discipline and Appeal Rules 1968 no enquiry was necessary but the workman was given proper opportunity to show cause against the proposed disciplinary action and he did not avail himself of this opportunity.

6. The relevant provisions of Rule 14 of the Railway Service (Discipline and Appeal) Rules 1968 (hereinafter referred to as DAR 1968) under which the order of dismissal has been passed are reproduced below :

"14. Special procedure in certain cases.—Notwithstanding anything contained in Rules 9 to 13—

(i) xxx xxx xxx

(ii) where the disciplinary authority is satisfied, for reasons to be recorded by it in writing, that it is not reasonably practicable to hold an inquiry in the manner provided in these rules ; or

(iii) xxx xxx xxx xxx

the disciplinary authority may consider the circumstances of the case and make such orders thereon as it deems fit :

xxx xxx xxx xxx"

7. It is apparent from the above provisions of Rule 14(ii) of the DAR 1968 that when these provisions are invoked no enquiry is necessary and the observance of the principles of natural justice cannot also be insisted upon. In the Authority Chief Mechanical Engineer Eastern Railway and others Vs. Jyoti Pershad Banerjee and others Calcutta High Court reported in 1975(II) LLJ 208 it was held as under :

"Constitution of India, Art. 311(2)—Doctrine of President's pleasure—Meaning and scope of Dispensing with inquiry under Art. 311(2)—When and in what circumstances permissible—Principle of natural justice, whether applicable—Whether explanation of employee must be obtained before order of penalty is passed—Orders passed ex-parte—Reasons for dispensing with enquiry not stated in the order; but mentioned in the records—Whether valid—Administrative order, principles governing review.

The first respondent, during the railway strike in 1974, had dispensed with the services of a number of railway employees under Art. 311(2) of the Constitution. The affected employees challenged the order as being violative of principles of natural justice single Judge, who heard the writ petitions, al-

lowed them. Thereafter, the railway administration has preferred this appeal.

Held, the pleasure of the President or the Governor cannot be fettered except by the express provisions of the Constitution like Arts. 124, 148, 217, 218, 324 and also 311. If in a given case by reason of the operation of a proviso, the cl. (2) of the Art. 311 does not apply, the inquiry contemplated under the said clause is not required to be held before a public servant is dismissed, removed or reduced in rank. The rules framed under Art. 309 relating to the procedure for holding an inquiry contemplated under Art. 311(2) before imposing the aforesaid major penalties also cease to operate as such rules by themselves cannot curtail the pleasure of the President except in terms of Art. 311(2) whereof has in the circumstances become inoperative.

In view of the non-applicability of cl. (2) of Art. 311, the procedure for holding an enquiry under Rules 9 to 13 ceases to apply and on the contrary, the special procedure in certain cases, where any of the provisions of Art. 311(2) applies, reiterated in Rule 14 of the said Rules, apply with full force, leaving the disciplinary authority as a delegate of the President, or the Governor, to pass such orders, consistent with the "pleasure" doctrine as it deems fit.

It is thus obvious that no inquiry, in such cases, will be available before penalty is imposed, as such an enquiry will be inconsistent with or fetter the pleasure of the President in regard to tenure of office of a public servant.

Since there would be no enquiry, the authority would not have before him any explanation by the Government Servant. The authority would have to consider and pass orders merely on such facts which might be placed before him by the department concerned. The order in such a case would be ex-parte without the authority having the order side of the picture.

Introduction of principle of natural justice of giving an opportunity to the public servant to present his case before the passing of any order when an enquiry is dispensed with under Art. 311(2) and the rules will mean and imply the introduction of a new provision in the Constitution which is not permissible in law when they are expressly or by necessary implication excluded.

The aggrieved railway servant is entitled to know the reasons for dispensing with the enquiry which deprives him of the Constitutional guarantee in respect of the tenure of his service. When the order of penalty does not give reasons, it is open to the employee concerned to ask for the same and it is incumbent on the authority to supply the same, as it is necessary, to prefer an appeal.

There is no requirement, under the Constitution or under the Rules, for a less mandatory requirement that the reasons for dispensing with an inquiry must be recorded in the order of penalty communicated to the employee concerned. The non-mention of the reason will not by itself make the order a nullity, though it is incumbent that the reasons must be recorded in writing in the records of the case before the order of penalty is passed.

The scope of judicial review of administrative order, passed under the statutory powers vested on the authority on the basis of its opinion and satisfaction is laid down in M. A. Rasheed and others V. State of Kerala, AIR, 1974 SC 2249.

The Court can review such administrative orders on the following principles :

- (a) Where the existence of circumstances is a condition precedent to and the basis for the formation of the opinion, satisfaction or decision is subjective, the Court can go behind the records of the existence of such circumstances in the order and

can determine whether such circumstances did in fact exist;

- (b) The administrative authority is to form its opinion, satisfaction or decision in good faith and on relevant consideration and not on expediency or on extraneous matters. The Court can inquire, if the opinion, satisfaction or decision satisfies the above conditions and also if a reasonable man could have formed the opinion or come to the decision in question on the materials before him.
- (c) If there are reasonable grounds for the opinion, satisfaction or decision and the opinion, satisfaction or decision is free from the vices indicated above, the Court has no further duty to decide whether it would have formed the same belief, as the Court does not sit in appeal against such opinion, satisfaction or decision.

In the instant case, the circumstances have been disclosed in the supplementary affidavit-in-opposition (paras 5, 8 and 9). The concerned employees were absenting themselves and were preventing the innocent and loyal workers from reporting for duty. These persons had created a reign of terror and being in a turbulent mood no loyal worker would dare attend the work spot or office or give evidence in the disciplinary inquiry proceedings. The disciplinary authority, in these circumstances, was satisfied that it was not reasonably practicable to hold any DAA enquiry."

8. In the present case while passing the impugned order of dismissal the disciplinary authority has used the expression "it is not possible to follow the procedure laid down for holding an enquiry into this case". The expression used in Rule 14(ii) is "It is not reasonably practicable to hold an enquiry in the manner provided." The Dictionary meaning of the expression 'not possible' or 'impossible' used by the Disciplinary authority is "not capable of existing or occurring 2. Hopelessly difficult to do or accomplish, 3. Utterly objectionable or intolerable". Apparently the expression used by the Disciplinary Authority is in much more stranger terms than the expression 'reasonably practicable' used in Rules 14(ii) and, therefore, can be assumed to cover the required expression and the argument made by the representative of the workman that the disciplinary authority had not held that it was not reasonably practicable for him to hold the enquiry and thus had not complied with the provisions of Rule 14(ii) of DAR 1968 is rejected.

9. Not only the Disciplinary Authority has expressed its satisfaction that it is not reasonably practicable to hold an enquiry in the manner provided, it has recorded the reasons for the said satisfaction in the order of dismissal itself which are reproduced below:—

"None of the witnesses willing to come forward to tender evidence against you because they have categorically stated that they are likely to be assaulted by the charged officials, and it is no in the interest of the administration to hold an enquiry as prescribed under rules."

10. The Management has placed on record a history sheet of the workman vide its letter dated 8th January, 1987 (Ex. M-1) which is reproduced below:

Diesel Shed,
Tughlakabad.

No. 125-DSL/D&AR/TKD Pt. II (Loose)

Dated : 8th January, 1987.

Subject.—Shri Ghasita Singh Paul, Ex. H. S Fitter, Gr. II in grade Rs. 330—480 (RS)/TKD dismissed from service w.e.f. 08-9-1983 and his application No. 1-41011/4/84/A-II(B) before O. P. Singla, CGIC/Bhamber Road, New Delhi.

HISTORY OF THE CASE AT A GLANCE:

The workman was appointed on 23rd April, 1981 as Fitter in grade Rs. 110—180 (AS) on Western Railway. He was transferred to Northern Railway in July, 1972 on his own

request on acceptance of bottom seniority and posted at Kalka and from Kalka he came on transfer to this shed on promotion vide APO-III/NDLS Letter No. 831-E/DSL/P. 8 Pt. II dated 26th September, 1977 as H. S. Fitter Gr. II in grade No. 330—480 (RS) and resumed at this on 23rd November, 1977.

His working always remained unsatisfactory due to the following:—

While working on Western Railway he was trade tested twice for H. S. Fitter Gr. II Rs. 330—480 (RS) according to his turn but he failed as he was not considered upto the standard. He also took part in illegal strike while on Western Railway for the period from 18th May, 1972 to 26th May, 1972 and the period was considered as break in service as advised by Divl. Supdt. Engg/Ratlam vide letter No. 1160/42/174/Vol. I dated 11th December, 1972.

While working at Kalka in Northern Railway he also took part in illegal strike of 1974 and participated in a number of meetings held at the gate of Diesel Shed, Kalka. He was arrested on 2nd May, 1974 and removed. Later on he was taken on duty. Since the date of his posting at Diesel Shed, Tughlakabad he was awarded the following punishment for various offences.

S. No.	Nature of Offence	DAR case No. date.	Punishment awarded.
(i)	Absconded from duty from 5/-hrs. to 7.30 hrs. in 0/- 8/-hrs. shift on 8-5-81 Caused heavy detention to Leco No. 17184.	125-DSL/870/81 dated 18-7-81	Stoppage of passes for 3 years.
(ii)	Absconded from duty from 2/-hrs. to 4/-hrs. in 0/8hrs. shift on 2-6-81 creating discipline in the shed.	125-D3L/831/81 dt. 29-6-81	WIT for 2 years
(iii)	During lunch time he organised a gate meeting at 12.45 hrs. outside the gate & instigated the staff, shouted slogans against the administration in the shed premises.	125-DSL/973/82 dt. 6-1-82.	WIT for one year

He was transferred from this shed to Diesel Shed, SSB vide CPO/DLS/TKD's letter No. DSL/TKD/EST/52/83 dated 20th August, 1983. His transfer papers were sent to SSB but he did not join there deliberately and indulged in illegal activities against the Railways and he remained near Diesel Shed, Tughlakabad, created above unhealthy atmosphere by tress-passing, details of which are given below:—

- (1) He instigated staff of diesel shed, Tughlakabad on 10th August, 1983 in the shed premises between 16.40 hrs. and 18.00 hrs. when all Officers were present in the shed and shouted slogans against the administration.
- (2) He also organised gheto of the Officers present in the diesel shed, Tughlakabad i.e. Divisional Railway Manager, Delhi, Additional Divisional Railway Manager-I, Senior Divisional Mechanical Engineer (Diesel)/Tughlakabad on 26th August, 1983 and prevented them from leaving the shed from 19.00 hrs. to 01.30 hrs. on 27th August, 1983.

- (3) He also instigated staff to resort to the followings:

- (i) Interrupt through running of trains from Tughlakabad Station.
- (ii) Interfere with the functioning of locos and their movement out of the shed.
- (iii) Cause damage to railway property including signalling equipment thereby endangering public safety.

(iv) Cause damage to railway property in the premises of diesel shed, Tughlakabad.

Keeping in view of the above illegal activities which was organised by him at the shed on 26th August, 1983 and 27th August, 1983 he was arrested along with Shri Bhagwan Singh on 4th September, 1983 and on September, 1983 respectively vide F.I.R. No. 291/83 dated 29th August, 1983 U/S. 341/300 I.P.S and 121 I.R.A and they were bailed out from the Honourable Court of Shri D. S. Sinha, M.M. Delhi on 7th September, 1983 (Photostat copies of M.M.C(R) PS/New Delhi dated 4th October, 1983 enclosed).

He was removed from service vide DPO/NDLS's letter No. 758-E/11/NDLS/P. / dated 8th September, 1983 signed by Shri Sudar Mathura, the then Divisional Mechanical Engineer (DSE)/Shakumbasti, presently working in COFOMO Bhak Budge, New Delhi. The employee is no more under administrative control of this shed.

Sd/-
Murlidhar
Divl. Mech. Engineer (DSE),
Tughlakabad.

DA/Four.

It may be observed that the three punishments mentioned in the History Sheet to have been awarded to the workman while working at the Diesel Shed Tughlakabad were also mentioned in the written statement of Management and the workman has not denied that these punishments were awarded to him and has only alleged that these instances are a consequence of prejudicial attitude of the authorities. It may, therefore, be inferred that the workman admitted that these punishments had been awarded to him. As regards the allegations of the instances of slogan shouting general and damage to railway property on 10th August, 1983 and 26th August, 1983 these facts were also mentioned in the written statement and the workman did not deny that such incidents had taken place but he only denied his own complicity in these incidents. No explanation has been offered by the workman as to why he should have been implicated in these incidents if he had not participated in them. His only allegation that he has been implicated because he is active worker and office bearer of the Uttar Railway Karamchhari Union does not carry conviction because of his past record. As regards the record of the workman prior to his joining duty at Diesel Shed Tughlakabad the workman in his cross-examination as WW1 stated that he did not remember whether the period from 18th May, 1972 to 26th May, 1972 had been treated as break in his service although he denied that he had organised the illegal strike on the Western Railway from 18th May, 1972 to 26th May, 1972. It may, therefore, be assumed that the workman admits that there was a break in his service for the period from 18th May, 1972 to 26th May, 1972. Again the workman stated that he was posted at Kalka from the Western Railway on transfer. Although he denied that in the year 1974 he had organised any illegal strike, he stated that the strike for a general strike approved by the railway men and admitted that he was arrested on 2nd May, 1974 at Kalka and was removed from service and later he was reinstated. Taking into consideration the past record of the workman, the disciplinary authority cannot be said to have arrived at its satisfaction of dispensing with the enquiry on any unreasonable grounds. It would rather appear to be the opinion of a reasonable man taking a reasonable review of the prevailing situation.

11. It has also been argued by the Id. representative of the workman that the impugned order of dismissal dated 9th August, 1983 was passed before the expiry of the period given for submission of reply to the charge sheet and the show cause notice dated 1st September, 1983. There is no substance in this contention of the representative of the workman because it has been mentioned in the show cause notice dated 1st September, 1983 that the explanation should be submitted within 7 days of the date of issue and the order of dismissal was passed only on 8th September, 1983. It has again been argued that the order of dismissal was passed while an industrial dispute was pending before the ALC which again is not acceptable. Reliance has been placed on an alleged letter dated 26th August, 1983 purported to have been sent by the Assistant General Secretary of the Uttar Railway Karamchhari Union to the Assistant Labour Commissioner regarding notice for strike but there is no proof forthcoming that this had been served upon the addressee. No mention of this letter

was either made in the statement of claim or the rejoinder of the workman and this document appears to have been fabricated later on in order to bolster the case of the workman. Moreover, it is not forthcoming as to what dispute the said notice related to. Hence the provisions of section 35 of the I.D. Act are not applicable in this case.

12. In view of the discussion made above, the order of the Management is held to be legal and valid. However, keeping in view the long period of service put in by the workman and the fact that, there are no allegations of moral turpitude against him, his dismissal from service without any compensation and which will also preclude the workman from his retirement benefits, appears to be somewhat harsh. It is, therefore, decreed that the workman shall be deemed to have been compulsorily retired from service w.e.f. the date of the passing of the order i.e. 8th September, 1983 and he shall be entitled to his retirement benefits of pension, provident fund, gratuity, leave encashment etc. and he shall be further paid an ex-gratia compensation of Rs. 20000 within one month of enforcement of this award failing which he shall be entitled to 12 per cent interest compounded annually till payment. This reference stands disposed of accordingly.

Further it is ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

23rd November, 1987.

G. S. KALRA, Presiding Officer
[No. L-41011/4/84-D.II(B)]

नई दिल्ली, 23 दिसम्बर, 1987

का० आ० 77 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, आरडिनेन्स फैक्ट्री, खमरिया, जबलपुर के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15 दिसम्बर, 1987 को प्राप्त हुआ था।

New Delhi, the 23rd December, 1987

S.O. 77.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Jabalpur, in the industrial dispute between the employees in relation to management of Ordinance Factory Khamaria Jabalpur, and their workmen, which was received by the Central Government on the 15th December 1987.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(60)/1984

PARTIES :

Employers in relation to the Management of Ordinance Factory, Khamaria, Jabalpur (M.P.) and their workmen, Shri Premalal T. No. ME/60/50397 S/o Shri Baisahu, Bedi Madar Tekhri C/o. Shri P. S. Nair, Advocate, 1570 'A' Napier Town, Jabalpur (M.P.)

APPEARANCES :

For Workman—Shri P. S. Nair, Advocate.

For Management—Shri A. K. Chaube, Advocate.

INDUSTRY : Ordinance Factory DISTRICT : Jabalpur
(M.P.)

AWARD

Dated, the 3rd December, 1987

The Central Government under Clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute vide Notification L-13012(5)/83-D.II(B), dated 23-7-1984, for adjudication :—

"Whether the action of the management of Ordinance Factory, Khamaria, Jabalpur (MP) in removing Shri Premlal T. No. ME/60/50397, Labour 'A' Grade from service, with effect from 4-11-1966 is justified? If not, to what relief the workman is entitled?"

2. Non-controversial facts of the case are that Shri Premlal was serving as 'A' Grade Labour in the Ordinance Factory, Khamaria, Jabalpur from 27-10-1962. He was given a charge-sheet on 30-7-1966 and his services were terminated from 4-11-1966. He submitted an appeal to the Direct or General Ordinance Factories, Calcutta on 23-2-1967. He had filed a Civil Suit on 15-4-1968. The suit was dismissed on 19-2-70. His appeal was also dismissed on 22-4-1975.

3. The case of the applicant is that his service were terminated without holding any enquiry arbitrarily in violation of the departmental rules on the ground of previous unauthorised absence. He had been carrying out his duties honestly, sincerely and efficiently to the satisfaction of his superiors. There was no complaint whatsoever against him. The workman and his family members were victims of serious illness which prevented him from attending office and he was compelled to take leave. He had submitted leave application to the authorities concerned along with medical certificate and his leave application was never refused. However, specific sanction of leave was also not given. The department did not challenge the authenticity of his illness and the circumstances. Therefore the authorities concerned should have held that the absence of the workman from duty was due to reasonable circumstances and beyond his control. The General Manager has violated the principles of natural justice in awarding the punishment which too harsh and heavy and not warranted by the facts and circumstances of the case as it amounts to victimisation and unfair labour practice. Due to the inhuman treatment meted out to the workman he had suffered mental, physical and financial trouble which has resulted in his untimely death on 2nd March, 1984. He has left behind dependents viz. wife, four children and parents. Therefore a request was also made to the management for giving employment to his (deceased) son but no reply has been received. Therefore on behalf of the workman it has been prayed that the dependents be allowed wages of the deceased workman from the date of termination till his death (2-3-1984), employment to the son of deceased workman and compensation and removal of the workman be treated as unjustified.

4. The case of the management is that the workman Shri Premlal was unauthorisedly absent from duty without permission with effect from 21-5-1966 to 21-6-1966. Therefore a charge-sheet was issued vide OFK Memorandum No. 1625/LB/A/462, dated 13-7-1966. The applicant (Premlal) admitted the charges in as much as he stated in his defence statement dated 20-7-1966 that he failed to submit the unit certificate within the prescribed time although he had sent an intimation on 30-5-66 which was also beyond the schedule date. The management has further contended that the applicant's defence reply was fully considered and keeping in view several warnings, penalties in the past a show cause notice for removal from service was issued to him vide OPK No. 1625/LB/A/462 dated 21-10-1966. After considering his representation to the show cause notice, it was held that there were no extenuating circumstances to mitigate the proposed penalty and the order of removal from service was accordingly issued vide Order No. 1625/LB/462 dated 4-11-1966. Therefore the applicant has no case in his favour and there was no violation of either service contract or any other statutory provision of law.

5. The management raised the preliminary objection that the workman expired before the date of reference i.e. 23-7-84, hence this reference is not maintainable. On this question this Tribunal passed an order on 16-10-1985 that there is no adverse effect on account of the death of the workman on this reference and the case was fixed for evidence of parties on merits. Parties filed their documents. On behalf of the workman (deceased) the evidence of Hiraniya Bai (W/1) wife of Late Shri Premlal was recorded. Management adduced no evidence. Hiraniya Bai proved Ex. W/1 to Ex. W/16 and stated in cross-examination that she had no knowledge whether any enquiry was departmentally held before the termination of services of her husband.

6. Questions for decision of this case before me are—

(1) Whether the action of the management of Ordinance Factory, Khamaria, Jabalpur (MP) in removing Shri Premlal with effect from 4-11-1966 is justified?

(2) If not, to what relief the dependents are entitled?

7. I have gone through the records and documents submitted by the parties. Ex. M/1, particulars and record of the applicant, shows that the applicant was appointed on 27-10-62, his date of birth was 26-10-1922 and superannuating age 31-10-82. He was drawing as Labour 'A' Rs. 72 = Rs. 3 special pay per month in the pay scale of Rs. 70-1-80-EB-1-85. He was punished several times for unauthorised absence during the period 1963 to 1966. Presently we are concerned with the alleged unauthorised absence of the workman with effect from 21-5-1966 to 21-6-66 for which he was proceeded with under Rule 14 of the C.C.S. (C.C.A.) Rules 1965.

8. Ex. W/1 dated 13-7-1966 is the Memorandum of Charge for remaining absent from duty without permission from 21-5-1966 to 21-6-1966. Ex. W/2 is the reply to the charge Ex. W/1. The workman has explained the circumstances under which he was compelled to remain absent which reads as under :—

"During the period my absence from duty as indicated in the Memorandum under reference, I was sick and bed-ridden. This fact was let known to my section authorities in time through required leave application. Hence, it may not be correct to say that I absented from duty without proper and timely intimation.

The only lapse on my part was that I could not submit the medical unfit certificate in time. This was not at all deliberate whereas it occurred due to ignorance."

Ex. W/3 dated 15-9-1986 shows that his application dated 20th July, 1966 (Ex. W/2) was not received in the department. Therefore he was asked to submit the documentary proof in proof of his statement. Ex. W/4 is the show cause notice for the removal from service. Ex. W/5 dated 4-11-66 is the order of penalty of removal from service. Ex. W/7, W/8 Ex. W/10, Ex. W/11 are appeals and orders of the appellate authority.

9. The relevant Government Orders under Rule 11 of C.C.S. (C.C.A.) Rules regarding penalty for unauthorised absence from duty reads as under :—

(5) (1) (ii).—If a Government servant absents himself abruptly or applies for leave which is refused in the exigencies of service and still he happens to absent himself from duty, he should be told of the consequences, viz. that the entire period of absence would be treated as unauthorised entailing loss of pay for the period in question under proviso to Fundamental Rule 17, thereby resulting in break in service. If, however, he reports for duty before or after intimation of disciplinary proceedings, he may be taken back for duty because he has not been placed under suspension. The disciplinary action may be concluded and the period of absence treated as unauthorised resulting in loss in pay and allowances for the period of absence under proviso to F. R. 17(1) and thus a break in service."

2. It is made clear that a Government servant who remains absent unauthorisedly without proper permission should be proceeded against immediately and this should not be put off till the absence exceeds the limit prescribed in Rule 32(2)(a) of the C.C.S. (Leave) Rules, 1972. However, the disciplinary authority should consider the grounds adduced by the Government servant for his unauthorised absence before initiating disciplinary proceedings. If the disciplinary authority is satisfied that the grounds adduced for unauthorised absence are justified, the leave of the kind applied for and due and admissible may be granted to him."

10. Admittedly the workman was absent for about a month. From the perusal of Ex W/4, show cause notice for imposing penalty of removal from service it appears that the workman had submitted an application for leave dated 30-5-1966 which was treated beyond the scheduled date and therefore his absence was treated as unauthorised. To my mind the workman had submitted his leave application though late and in the circumstances the management should not have taken such a harsh action of removal from service. Instead the management should have sanctioned him leave without pay and allowances for the period of absence. Rule 14 of the C.C.S. (CCA) Rules lays down the procedure for imposing major penalties specified in Clauses (v) to (ix) of Rule. It says that "No order imposing any of the penalties specified in Clause (v) to (ix) of Rule 11 shall be made except after an inquiry. Admittedly no such enquiry was held and simply on the explanation of the workman he was removed from service treating his explanation as unsatisfactory. Therefore to my mind the penalty imposed on the workman is too harsh and invalid (Kalika Prasad Srivastava Vs. M.P. Laghu Udyog Nigam—1987 LIC p. 307 MP).

11. Coming to the second prayer of the application that the deceased, son be given employment on compassionate ground, the workman has not furnished any such Government orders nor I come across any. Had he been in service he would have retired on 31-10-1982. Admittedly the workman expired in 1984. This prayer is, therefore, rejected.

12. Next question is as to what relief should be granted to the legal heirs of the deceased workman and what should be his pay scale. The workman's superannuating age is 31-10-1982. Therefore to my mind it would meet the end of justice if the workman is allowed full wages and allowance with effect from 4-11-1966 to 31-10-1982 Ex. M]- goes to show that at the time of termination he was placed in the scale of pay Rs. 70-1-80-EB-1-85 special pay and he was drawing Rs. 72/- + Rs. 3/- at that time. Therefore the workman is entitled to the same pay & not what he would have got at the time of his death or retirement.

13. For the reasons discussed above, I answer the reference as under :—

That the action of the management of Ordnance Factory, Khamaria, Jabalpur (MP) in removing Shri Prem Lal T.N. ME/60/50397, Labour 'A' Gr. from service, with effect from 4-11-1966 is unjustified being too harsh. Therefore the legal heir is entitled to all back wages and allowances with effect from 4-11-66 to 31-10-1982. This amount should be paid to the legal heir within three months. No order as to costs.

V. S. YADAV, Presiding Officer
[No. L-13012/5/83-D.II (B)]

नई दिल्ली, 24 दिसम्बर, 1987

का.आ. 78.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केंद्रीय सरकार चीफ इंजीनियर, भाखड़ा डैम नंगल टाउनशिप के प्रांतपाल से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निहित औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचपट को प्रकाशित करती है जो केंद्रीय सरकार को 14 दिसम्बर 1987 को प्राप्त हुआ था।

New Delhi the 24th December, 1987

S.O. 78.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Chandigarh, in the industrial dispute between the employers in relation to the management of Chief Engineer, BBMB, Bhakra Dam Nangal Township and their workmen, which was received by the Central Government on the 14th December 1987.

BEFORE SHRI M. K. BANSAL, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

Case No. I.D. 17/87

PARTIES :

Employers in relation to the management of Bhakra,
Beas Management Board, Nangal Township Nangal.

AND

Their workman : Madan Lal.

APPEARANCES :

For the workman :—Shri R. K. Singh.

For the management :—Shri C. Lal.

INDUSTRY : BBMB STATE . Punjab

AWARD

Dated 4-12-1987

Vide Central Govt., Gazette notification No. L-42012/80/85-D.II(B) dated 9th March, 1987, issued under Section 10(1)(d) of the Industrial Disputes Act 1947, the following dispute was referred to this Tribunal for adjudication :

"Whether the action of the management of Chief Engineer, BBMB Bhakra Dam, Nangal Township in terminating the services of Shri Madan Lal S/o Shri Sarwan Singh, Workcharged Beldar w.e.f. 12-9-1984 is legal and justified ? If not, to what relief the workman concerned is entitled to and what date ?"

2. The case of the workman is that he joined services of the BBMB on daily wages in September 1983 and continued to work up to 18-3-1984. That w.e.f. 19-3-1984 he was promoted and posted as beldar work charge employee. That his services were terminated without any notice or retrenchment compensation w.e.f. 12-9-1984 so he challenged the said termination order and alleged that action of the management in providing him employment for 89 days was unfair labour practice.

3. Management in their reply alleged that BBMB is not an Industry so present reference is not tenable. That as per record workman worked for 28 days in December 1983. That he worked in Feb. 1984 for 27 days and in March 1984 for 16 days. That being daily wage workman used to appear at the site on his own and used to leave after working for the particular period as was liked by the workman. That the workman was later on given appointment on temporary job for specified period as beldar and his services came to an end after expiry of the period and as such question of termination does not arise.

4. The management was called upon to lead evidence. Tarpal Singh S.D.O. placed his affidavit on the file wherein it was alleged that workman worked for 91 days from 1-12-83 to 31-3-84 and for 178 days from 19-3-1984 to 12-9-1984. So it has been admitted in the present case that workman worked for more than 240 in BBMB, during calendar year. The case of the management is that as workman was employed for a specific period so his case does not come within the definition of retrenchment as defined in Section 2(oo). The relevant sub clauses on which reliance is being placed is as under:

"termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under stipulation in that behalf contained therein."

5. It is no doubt true that due to the above definition which was inserted in August 1984 there is no case for retrenchment if service of workman comes to an end due to expiry of the period stipulated in the appointment order but in the present case I find that management adopted unfair labour practice in giving appointment to the workman for specific period. There was no case pleaded by the management as to what was the necessity with them to engage the labour for 89 days. It was not pleaded that the necessity which was

there with the management to engage the workman for 89 days ceased. No evidence was adduced by the management to prove that after services of workman came to an end no other person was appointed for the specified period. So I am of the view that workman who completed 240 days of service with the management will be deemed to be in the employment of the management and his services cannot be terminated without payment of compensation or otherwise also the case of the workman when taken as a whole will fall within the definition of retrenchment. Provisions of Section 25-F&G and H have not been complied in the present case. So termination of the workman is held to be void. The effect is that workman will be re-instated in service from the back date with full back wages. In a way reference is answered in favour of the workman and against the management.

Chandigarh.

4-12-1987.

M. K. BANSAL, Presiding Officer
[No. L-42012/80/85-D.II(B)]

नई दिल्ली, 28 दिसम्बर, 1987

का.आ. 79.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उ र रेलवे के प्रबंधन से सम्बद्ध नियोक्तों और उनके कर्मचारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 11 दिसम्बर 1987 को प्राप्त हुआ था।

New Delhi, the 28th December, 1987

S.O. 79.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Railway and their workmen, which was received by the Central Government on the 11th December, 1987.

BEFORE SHRI G. S. KALRA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NEW DELHI

I.D. No. 16/86

In the matter of dispute between :

Shri Sat Pal Sethi s/o Shri T. M. Sethi, Pocket I, Flat No. 20, D.D.A. Janta Quarters, Paschim Puri, New Delhi.

Versus

S.S.T.E. (PS) Divisional Railway Manager's Office, Northern Railway, New Delhi.

APPEARANCES :

Shri B. R. Sharma—for the workman.

Shri K. K. Kashyap—for the Management.

AWARD

The Central Government in the Ministry of Labour vide its notification No. L-41012(2)/84-D.II(B) dated 30th December, 1985 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of S.S.T.E.(PS) Divisional Railway Manager's Office, Northern Railway, New Delhi in terminating the services of Shri Sat Pal Sethi Chowkidar with S.I. Signal Stores, Safdarjung, New Delhi w.e.f. 30th December, 1981 treating him as 'left' is legal and justified? If not, to what relief is the workman concerned entitled?"

2. The case of the workman as per his statement of claim is that he was appointed as Chowkidar in the Signal and Telecom. Northern Railway, Safdarjung w.e.f. 11th April, 1980 on daily wages of Rs. 8 and rendered continuous service with- 87/2015 GI—14.

out any break for the period upto 30th December, 1981. In fact he had been continuously reporting for duty upto 30th December, 1981 but from 3rd December, 1981 onwards the Inspector did not allow him to mark his attendance on the muster sheet. A controversy was raised about this but still he was not allowed to perform duty. Then he raised an industrial dispute before Assistant Labour Commissioner (Central) where the Management took up false plea that the workman was absent from duty after 3rd December, 1981. It was in fact a case of termination of service and the Management had resorted to this action without any just and proper cause. No notice was served upon him nor any wages in lieu of notice retrenchment compensation paid and there was violation of section 25-F, G and H of the I.D. Act. Hence the workman prayed that he may be reinstated with full back-wages and all attendant benefits.

3. The case of the Management as per its written statement is that the workman was initially appointed as Chowkidar as a casual labour on 11th April, 1980 at the Delhi Safdarjung Project and he was discharged on 14th June, 1980. He was reappointed on 30th June, 1980 and worked upto 2nd December, 1981 with breaks on 30th November, 1981, 24th November, 1981, 27th November, 1981 and 30th November, 1981 with effect from 3rd December, 1981 the workman absconded from duty and did not turn up. It was denied that the workman had been reporting for duty till 30th December, 1981 or that the Inspector did not allow the workman to mark his attendance from 3rd December, 1981. It was submitted that in the case of class IV employees the absence or the presence is marked by the concerned inspector and, therefore, the question of marking of presence by the applicant himself did not arise. It was also denied that the workman ever raised any controversy prior to the raising of the present dispute. The workman was marked absent from 3rd December, 1981 to 29th December, 1981 and as the Management did not receive any intimation from the workman till 29th December, 1981 he was treated as "left service". As it was a case of abandonment of service there was no question of taking any disciplinary action against the workman or serving any notice or payment of wages in lieu of notice or retrenchment compensation. It was denied that there was any violation of section 25-F, G and H of the I.D. Act.

4. The short question that falls for determination in this case is whether it was a case of termination of service as contended by the workman or it was a case of abandonment of service as pleaded by the Management. First of all we may take note of the type of person the workman is. The workman had put in an application for grant of interim relief which was opposed by the Management on the ground that the workman is financially sound person who owns a D.D.A. flat and also a P&T Telephone in his own name and also possesses a car, Colour T.V. and other luxury items and his wife was also working in the Assistant grade in the M.E.S. Delhi Cantt. The workman put in an affidavit dated March, 1987, in which he stated that he had acquired one room D.D.A. flat in Paschim Puri in 1972 and was paying instalment of Rs. 51 P.M. The telephone connection was got installed by his nephew for his business purposes. He further stated that his wife died in 1960 and he was a widower and the widow does not own any Car, Colour T.V. or any other luxury items. However, when the workman appeared in the witness box as WW1 he made absolutely contradictory statements. Thus he denied that he was paying instalment for the flat from his own pocket. Although he admitted that the telephone installed in his flat is in his name and his name appears in the Telephone Directory corrected up to 15th August, 1986 except from which is Ex. M-1, he stated that the telephone has been got installed by his brothers. There is wide difference between Nephew (sister's son) and brothers. It is, therefore, apparent that the workman has put up a false story of the telephone being held benami and I hold that the telephone belongs to the workman himself. Again he stated that his wife is living separate from him for the last 12 years and that there marriage is still subsisting. In other words it is clear that the wife of the workman is still living whereas in his affidavit he has deposed that she had died in the year 1960 and he is a widower. In view of the false statements made by the workman he has rendered himself totally undependable. Therefore, the statement made by WW1 Shri M. L. Baveja is accepted as correct and it is held that the workman is financially sound person having his own flat, telephone, Car, T.V. etc. and consequently he could not be interested in continuing to work as a Chowkidar on casual

basis with the railways and the plea of the Management that he had abandoned his service is quite plausible and is accepted. It may further be noted that the workman himself admits that he had worked only upto 3rd December, 1981. It was, therefore, for the workman to prove that he had been re-joining upto 30th December, 1981 as claimed by him but he has not produced any evidence in this regard and has relied upon only on his own oral evidence which is not accepted as sufficient to prove this fact, in view of the total unreliability of the workman. The Management has placed on record a letter dated 20th October, 1982 Ex. M-2 which is admitted by the workman to bear his signatures. In this letter the workman while claiming some arrears had clearly stated that he had got some other job. This also reinforces the plea of the Management that the workman had abandoned his employment. It is also significant to note that after his alleged termination on 3rd December, 1987 the workman did not take any step by way of writing any complaint or making any representation to any authority till he raised the industrial dispute. In his statement as WW1 the workman stated that he did not send any written complaint to the railway authorities after his alleged termination but he was personally approaching Shri P. N. Bhagwati, Former Chief Justice of India who advised him to approach the Labour Court. This statement also confirms that the workman had not made any representation before the raising of the industrial dispute. Again in his statement as WW1 workman alleged that his services were terminated because he refused to perform menial jobs for the inspector. In his cross-examination he had to admit that the inspector mentioned by him is related to him. In any case in the statement of claim there was no allegation that his services were terminated because he had refused to perform menial jobs for the inspector. Thus this allegation has been made as an after thought as appears to be the habit of the workman.

5. In the light of the discussion made above I have no hesitation in holding that it is a clear case of abandonment of service as the workman had no intention to revert back to his job. Hence the question of termination of his service or service of any notice or payment of wages in lieu of notice or retrenchment compensation did not arise and there has been no violation of the provisions of section 25-F G and H of the I.D. Act. The action of the Management is held to be legal and justified and the workman is not entitled to any relief. This reference is disposed of accordingly.

Further it is ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

30th November, 1987.

G. S. KALRA, Presiding Officer
[No. L-41012/2/84-D II(B)]

का.आ. 80.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसार में केन्द्रीय सरकार ए जी सी आर केन्द्रीय के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच अनबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचट को प्रकाशित करती है जो केन्द्रीय सरकार को 11 दिसम्बर 1987 को प्राप्त हुआ था।

S.O. 80.—In pursuance of section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the industrial dispute between the employers in relation to the management of A.G.C.R. Canteen and their workman, which was received by the Central Government on the 11th December, 1987.

BEFORE SHRI G. S. KALRA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NEW DELHI

I. D. No. 54/87

In the matter of dispute between :

The Secretary, India Engineering and General Mazdoor Union, E-127, Karampura, New Delhi.

Versus

The Manager, M/s. A.G.C.R. Office Canteen, I.T.O.,
Mathura Road, New Delhi.

APPEARANCES :

Workman Yuv Raj in person.
Shri Narinder Chaudhary—for the Management.

AWARD

The Central Government in the Ministry of Labour vide order No. L-42012/63/85-D.II(B) dated 21-7-1987 has referred the following industrial dispute to this tribunal for adjudication :

"Whether the demand of workman Shri Yuv Raj for payment of wages from 19-4-85 to 7-6-85 and for his regularisation from the date Shri Kailash, another workman alleged to be his junior, has been regularised by the management of A.G.C.R. Canteen, is justified? If so, to what relief the workman entitled?"

2. The workman did not file any statement of claim as required by the order of reference. Registered notice was issued to him and today he put in appearance. Both the parties arrived at a settlement and their statements have been recorded. As per the terms of settlement the workman shall be paid the sum of Rs. 1000 as ex-gratia compensation on or before 12-1-1988 in full satisfaction of his claims and dues and the workman has given up his right of reinstatement. This reference stands disposed of accordingly.

Further it is ordered that the requisite number of copies of this award may be forwarded to the Central Government for necessary action at their end.

Dated : 1st December, 1987.

G. S. KALRA, Presiding Officer
[No. L-42012/63/85-D II(B)]

का.आ. 81.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसार में केन्द्रीय सरकार, भाखडा विकास मैनेजमेंट बोर्ड, रोपड़ के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चन्डीगढ़ के पंचट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14 दिसम्बर, 1987 को प्राप्त हुआ था।

S.O. 81.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Chandigarh, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bhakra Beas Management Board, Ropar and their workmen, which was received by the Central Government on the 14th December, 1987.

BEFORE SHRI M. K. BANSAL, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

Case No. I.D. 12/1987

PARTIES :

Employers in relation to the management of Bhakra Beas Management Board Nangal Township.

AND

their Workman Yog Raj

APPEARANCES .

For the workman—Shri R. K. Singh.

For the management—Shri C. Lal

INDUSTRY : BBMB.

STATE-Punjab

AWARD

Vide Central Govt. Gazette notification No. L-42012/77/85-D.II(B) dated 18-2-1987 issued under Section 10(1)(d) of the Industrial Disputes Act, the following dispute was referred to this Tribunal for adjudication :

"Whether the action of the management of Bhakra Beas Management Board in terminating the services of Shri Yoy Raj S/o. Shri Bhagtoo, Ex. Labour/Safai Sewak w.e.f. 1-4-1984 is just and legal? If not, to what relief the workman entitled to?"

2. The case of workman is that he was employed as skilled mazdoor on daily wages w.e.f. 1-3-1983, that his services were terminated on 1-4-1984. He challenged his termination on the ground that it is in violation of the principles contained in Section, 25-F, II, G, of the I.D. Act, 1947. That person junior to the workman has been retained. That on 8-12-1986 he was provided fresh appointment which the workman have joined under protest. So he prayed that his termination be declared void and he be allowed back wages with continuity.

3. Management in their reply admitted the working of workman with them as under :—

March 1983 :—27 days.

April 1983 :—27 days.

from 21-5-1983 to 17-8-1983 : 89 days as work charged capacity safai sewak. From 21-9-1983 to 18-12-1983; 89 days as work charge helper. 2-1-1984 to 30-3-1984 : 89 days as work charge helper.

It was alleged that services of the workman came to an end as per stipulation in the appointment letter issued in January 1984. That no termination order was served. So question of the termination being void does not arise.

4. I have heard the parties and gone through the file. The only evidence produced is the affidavit of the management. Witness of the management was not cross-examined by the workman.

5. I have heard the parties and perused the file. It is not disputed that workman remained in service of the BBMB from March 1983 to 30-3-1984. His total number of working days is 321. This shows that he has completed more than 240 work in one calendar year counted from March 1983 to February 1984. Management to show that his services came to an end by efflux of time and does not amount to retrenchment, want to place reliance on definition of the word 'retrenchment' given in section 2(oo) of I.D. Act as it stood after amendment made in 1984. The said amendment, which became effective from 18-8-1984, is not retrospective as per the Law laid down in Arun Kumar Vs. Union of India 1986 (1) L.L.M. 528 an authority of Patna High Court. Same is the view of Gujarat High Court taken in 1987 Labour Industrial Cases 1361, Gujarat State M. T. Co. Ltd. Vs Deepak. As the amendment is not retrospective, so contention of the management that services of the workman were never retrenched cannot be accepted. As workman served for 240 days so his case falls within the definition of retrenchment. It has been held by their Lordships of the Supreme Court in Sundermoney case that termination of services of a workman who has completed 240 days for any reason is retrenchment. So in the present case it will be held that services of the workman were terminated on 1-4-1984 and it amounts to retrenchment. It is admitted that no compensation was paid to the workman, so above termination is void and is declared as such.

6. Now as regard the relief to the workman is concerned the management has already provided employment to the workman. I am of the view that workman in the present case should stand reinstated w.e.f. 1-4-1984 with continuity in service. There is no evidence that workman remained unemployed or employed anywhere during the above period. So it is ordered that workman will get half of the back

wages. In a very reference is answered in favour of the workman and against the management.

Chandigarh.

4-12-1987.

M. K. BANSAL, Presiding Officer
[No. L-42012/77/85-D.II(B)]

का.आ. 82.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार, ईहरी रोहतास लाइट रेलवे कं. लि. डालमियानगर के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अतिक्रमण, धनवाद नं. 1 के पंचपट का प्रकाशित करती है, जो केन्द्रीय सरकार का प्राप्त हुआ था।

S.O. 82.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Dehri Rohtas Ligh Rly. Co. Ltd., Dalmianagar and their workmen, which was received by the Central Government.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 2 of 1987.

PARTIES :

Employers in relation to the management of Dehri Rohtas Ligh Rly. Co. Ltd.,

AND

Their Workmen.

PRESENT :

Shri S. K. Mitra, Presiding Officer.

APPEARANCES :

For the Employers.—None.

For the Workmen.—None.

STATE : Bihar.

INDUSTRY : Railway.

Dhanbad, dated, the 30th November, 1987

AWARD

By Order No. L-51033/13/83-1&E/SS/DIIR, dated the 7th May, 1987, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute to this Tribunal for adjudication.

"Whether the action of the management of Dehri Rohtas Ligh Rly. Co. L. d., Dalmianagar in laying off their workmen from 23-7-81 to 26-8-81 is legal and justified? If not, to what relief are the workmen entitled?"

2. The terms of reference are suggestive of the fact that the management of Dehri Rohtas Light Rly. Co. Ltd., Dalmianagar, laid-off their workmen from 23-7-81 to 26-8-81 for certain reasons and under certain circumstances.

3. The present reference has arisen presumably upon a dispute raised by the General Secretary, Dehri Rohtas Light Rly. Employees Union, Dalmianagar, disputing the action of the management in laying-off the workmen for the period aforesaid.

4. The present reference was received in the office of the Tribunal on 15-5-87. The parties raising the dispute i.e. the General Secretary, Dehri Rohtas Light Rly. Employees' Union Dalmianagar, did not file the statement of claim complete with documents although such direction was given to him by the terms of reference itself. The General Manager, Dehri Rohtas Light Rly Co. Ltd., Dalmianagar also did not enter appearance.

5. In order to do justice and to adjudicate upon the controversy raised in this dispute notices were given to both these parties directing them to appear in person on 3-8-87 and to file statement of claim and written statement. The notice was sent under Registered Post. The General Manager, Dehri Rohtas Light Rly. Co. Ltd. received the notice on 6-7-87. But he did not enter appearance and file written statement. The acknowledgement due of the notice issued to the General Secretary, Dehri Rohtas Light Rly. Employees' Union was not sent back by postal authorities. But since the notice was correctly addressed, it may be presumed that the notice has reached the addressee. Notice was given to the General Secretary under certificate of posting directing him to file written statement by 4-9-1987. Even then the General Secretary did not take step. Then again by notice dated, 11-9-1987 both the General Secretary and the management of Dehri Rohtas Light Rly. Co. Ltd. were directed to file written statement by 15-10-87. None of the parties appeared on the date fixed and the next date was fixed on 29-10-87. On that date also none appeared and a final notice was issued to the parties on 2-11-87 fixing 30-11-87 for appearance, filing of statement of claim and written statement and for hearing. Today none has turned up.

6. Regard being had to the facts and circumstances, I have every reason to believe that the parties arrayed, particularly the workmen of Dehri Rohtas Light Rly. Co. Ltd., Dalmianagar, represented by the General Secretary, Dehri Rohtas Light Rly. Employees' Union, Dalmianagar, are not interested in pursuing the present dispute. That being so, it is ordered that the reference under consideration be disposed of on the ground that the parties arrayed therein are no longer interested in the subject-matter of the dispute.

S. K. MITRA, Presiding Officer
[No. L-51033/13/83-1&E/SS, D.II(B)]

नई दिल्ली, 30 दिसम्बर, 1987

का.आ. 83 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, टेलीकॉम फैक्टरी, जबलपुर के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-12-87 को प्राप्त हुआ था।

New Delhi, the 30th December, 1987

S.O. 83.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, as shown in the industrial dispute between the employers in relation to the management of Telecom Factory, Jabalpur and their workmen, which was received by the Central Government on the 15th December, 1987.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—
CUM-LABOUR COURT, JABALPUR (MP)

Case No. CGIT/LC(B) (77) of 1986

PARTIES :

Employers in relation to the management of Telecom-Factory, Jabalpur and their workman, Shri J. P. Chauksey, 804, Sadar Bazar, Street No. 16, Cantt. Jabalpur (M.P.)

APPEARANCES

For workman. —Shri R. K. Gupta, Advocate.

For management —Shri C. K. Sharma, Advocate.

INDUSTRY Telecom Factory.—DISTRICT Jabalpur (M.P.)

AWARD

Dated: December 4, 1987

The Central Government in the Ministry of Labour vide its Notification No. L-40012/86/85.D.II(B), dated 30th September, 1986 referred the following dispute to this Tribunal, for adjudication :—

“Whether the action of the management of Telecom Factory, Jabalpur (M.P.) in removing Sh. J. P. Chauksey, Mazdoor, from service with effect from 8-2-1983 is justified? If not, to what relief and from what date he is entitled to?”

2. Facts which are no longer in dispute are that the workman, Shri J. P. Chauksey, Mazdoor, was employee of Telecom Factory, Jabalpur. Some incident took place in the office of Shri S. Gupta, Manager, on 9th, 10th and 12th June, 1979 in which 30 or more workmen were alleged to have participated. Six of the workmen were charge-sheeted and domestic enquiry was held against them relating to the incident of 10th June, 1979 only. Charges levelled against the present workman like others were as under :—

Article 1.

“That said J. P. Chauksey T. No. 2242, while functioning as Mazdoor in Forging Shop, on 10-6-79 took part in unlawful agitation, wrongful confinement of Manager, Shri S. Gupta, wrongfully restraining his movements along with other workers as well as restraining the movement of some other officers and thus committed misconduct as per Clause 31(a) of C.S.O.

Article 2

That during the aforesaid period and while functioning in the aforesaid office, the said Shri J. P. Chauksey T. No. 2242 behaved in riotous and disorderly way, subversive to discipline which constitutes misconduct as per Clause 31(j) of C.S.O.”

The Enquiry Officer as a result of enquiry found the charges proved against the workman. Disciplinary Authority thereon passed the order of removal from service with effect from 8-2-1983.

3. The case of the workman is that about this very incident of 10th June, 1979 the matter was also reported to the police and a case under Sec. 342 I.P.C. was registered against 11 of the employees including the present delinquent official. They were tried in Criminal Case No. 3152/79 in the court of Shri J. S. Rajput, Judicial Magistrate 1st Class, Jabalpur. Vide his Judgment dated 3-12-1981 learned Magistrate found that the prosecution has failed to prove the guilt and hence giving them benefit of doubt he acquitted them of the offence under Sec. 342 I.P.C. Thus the workman was honourably acquitted from the Criminal charge which was the basis of the same incident. Thus his removal from service is for the same misconduct as in criminal charge.

4. Out of eleven employees prosecuted and chargesheeted only five of them were punished with the severe penalty which is discriminatory and against the principles of natural justice, malafide and against the trade union activities. The main witness Shri Gupta was not even examined during the enquiry.

5. The case of the management inter alia is based on the detail allegations which are the subject matter of the two charges reproduced above. According to the management, acquittal does not debar a domestic enquiry. In any way, this reference has been made after considerable delay and there are latches on the part of the workman. The delay in reference cannot be solely attributed to the workman, hence worthless men.

6. The workman has challenged the domestic enquiry on various grounds and I will take up the material allegations and grounds. I framed the following issues which with my reasons and findings are as under :—

ISSUES

1. Whether the enquiry is proper and legal ?
2. Whether the punishment awarded is proper and legal ?
3. Whether the management is entitled to lead evidence before this Tribunal ?
4. Whether the termination of the workman is justified on facts of the case ?
5. Relief and costs.

FINDINGS :

7. Issues 1 to 5.—I have heard parties and perused the record. The workman has challenged the domestic enquiry on only a few grounds which I will take up one by one.

8. The first contention of the workman is that more than 30 persons alleged to have been involved in this incident but only five of them were charge-sheeted and out of them only three or four have been dismissed or removed from service. Thus the management has practiced discrimination and unfair labour practice. In this connection, the management has pointed out that only the leaders of the agitation against whom there was specific evidence were charge-sheeted. For want of specific evidence against Shri Hazari Lal and Shri Ramnath the charges against them were not found proved. There was overwhelming evidence against the present workman and some others. Charges against them were grave hence they were noted out with their penalty of dismissal/removal from service. To my mind, the contention of the management is justified from evidence on record and it cannot be said that the present workman was discriminated or there was unfair labour practice.

9. The second contention of the workman is that Shri S. Gupta, the Manager, who was alleged to have 'gheraod' and against him the alleged atrocities riotous and disorderly behaviour was alleged to have been committed has not been examined. In this regard, the management has argued that Shri S. Gupta sought voluntary retirement. On the basis of this voluntary retirement of Shri S. Gupta it has been contended that firstly it was not possible to call him, secondly he himself was so much afraid that if called he would not have faced the workers. To my mind, this is hardly a reasonable excuse, Shri S. Gupta was the most material witness in the case and at least attempts should have been made to procure his attendance, but the record did not disclose that any such attempt was made. Therefore the explanation appears to be without any basis and unacceptable. As already stated Shri S. Gupta was the main and most material witness in the case. His non-examination denied the delinquent official the valuable right of cross-examining to find out the truth. It is true that his report in this regard is proved by other witness but unless Shri Gupta was himself examined his report is worthless and it should have been ignored altogether, specially when the Enquiry Officer, relied on his report stating that it is corroborated by the other witnesses.

10. Last but not the least it has been urged before me that the report of the police on the basis of which case under Sec. 342 I.P.C. was registered against the eleven of the workman was based on the same fact and incident dated 10-6-1979. Learned Magistrate after trial found them not guilty of the charges levelled against them. On behalf of the management, it has been contended that the offence reported in Criminal Case is quite different from the misconduct with which these workmen and the present workman were charged. I am unable to agree. The offence alleged to the police and the subject matter of prosecution was the same alleged misconduct and disorderly behaviour and wrongful confinement etc. which were based on the same facts of the alleged incident dated 10-6-1979. Therefore simply change of phraseology in the police case and the domestic enquiry will not help the management as has been held in the case of R. J. Divakar Vs. Union of India (1984 MPLJ p. 73). In the case of R. J. Divekar (supra) it has been held—

"When there is a substantial acquittal of the accused on a criminal charge, there should not be a departmental proceeding against him in respect of the same charge on the same facts unless there are present conditions like the acquittal being on a technical

ground or establishing conduct which would make it unworthy of the said officer continuing in office etc.

Where a Loco Driver was acquitted on merits in a criminal proceeding and subsequently departmental proceeding against him based on the same charges were initiated and an order of removal was passed against him. The order was challenged under Article 226 of the Constitution of India.

Held, that the order deserved to be quashed AIR 1960 MP 1975. Lab I.C. 811 & 1982 Lab I. C. 1929 approved.

In the instant case, no doubt the accused persons were given benefit of doubt but they were acquitted for want of legal evidence. The prosecution did not challenge this acquittal in the superior Court. As such it is found that once the workmen were acquitted on the same facts on 9-12-1981, the enquiry could not have been proceeded against them further. In the case of AIR 1986 SC 772 even the accused was convicted but he was given the benefit of probation of offenders Act, Sec. 12. It was held that the order of dismissal from service consequent upon conviction is not a disqualification within the meaning of sec 12. In the instant case, it is not the case that in criminal Court their conduct was held to be unworthy so as to disentitle them to remain in office.

11 From the reasons discussed above, it is crystal clear that inspite of the acquittal of the workmen the management conducted a domestic enquiry and punished the workman which they could not have done. As such the entire domestic enquiry is vitiated.

12. In the instant case, the management has, however, prayed that if this Tribunal comes to the conclusion that the domestic enquiry is vitiated, it may be awarded an opportunity to prove the misconduct before this Tribunal, as has been laid down in the case of Workmen of Firestone Tyre & Rubber Company (P) Ltd. Vs. Management of Firestone Tyre and Rubber Company (P) Ltd. (AIR 1973 SC 1227). I have given my sincere thought to this contention. In the instant case the position is slightly different. I have above held that the enquiry is vitiated because the verdict of the domestic Tribunal is against the findings of the Criminal Court which should have been respected. In such a case if the management is given an opportunity to prove misconduct before this Tribunal, it will serve no useful purpose. My findings are that the enquiry is vitiated because it is held against the findings of the Criminal Court and not that the enquiry was otherwise improper or against the principles of natural justice. In such a case the result would be the same whether management is given an opportunity to prove misconduct before this Tribunal or not. Therefore it will be sheer waste of time of this Tribunal to give such an opportunity as asked for by the management.

13. On behalf of the workman it has also been contended that in case No. CGIT/LC(R)/25 the other workmen were ordered to be reinstated by this Tribunal on this very ground and the writ before the Hon'ble High Court (M.P. No. 1812/86) also failed. It is true that my findings in other case will not apply to the present proceedings but nevertheless as already pointed out it would be futile exercise of discretion to grant an opportunity to the management to prove misconduct before this Tribunal. In the circumstances the prayer of the management to give an opportunity to prove misconduct before this Tribunal is rejected.

14. For the reasons discussed above I answer the reference as under :—

That the action of the management of Telecom Factory, Jabalpur (M.P.) in removing Shri J. P. Chauksey, Mazdoor, from service with affect from 8-2-1983 is unjustified and illegal. He is entitled to be reinstated with full back wages and all ancillary benefits with effect from 9-2-1983. Management shall further pay Rs 350 to the workman as costs of these proceedings.

V. S. YADAV, Presiding Officer
[No. T-40012/46/85-D.II(B)]

का.आ. 84.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, फूड कारपोरेशन आफ इण्डिया, कर्नाटका क्षेत्र के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलोर के पचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-12-87 को प्राप्त हुआ था।

S.O. 84.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Bangalore, as shown in the Annexure in the industrial dispute between the employers in relation to the management of Food Corporation of India, Karnataka Region, and their workmen, which was received by the Central Government on 15th December, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT BANGALORE

Dated, the 8th Day of December, 1987

Sri B. N. Lalge, B.A. (Hons.) LL.B., Presiding Officer.

Central Reference No. 34/87

Old Central Reference No. 22/85

First party: The Regional Secretary, Food Corporation of India Employees Union, C/o Food Corporation of India, Keerthi Kiran, Armugham Circle, Basavanagudi, Bangalore-4.

V/s.

Second party: 1. (a) The Regional Manager, Food Corporation of India, Keerthi Kiran, Armugham Circle, Basavanagudi, Bangalore-4.

2. (b) Managing Director, Head Office 16/20, Bharamkamba Lane, New Delhi.

APPEARANCES:

For the first party—Sri K. V. Srinivas, Advocate.

For the second party—Sri Y. K. Narayana Sharma, Advocate.

AWARD

By exercising its powers under section 10(1) of the Industrial Disputes Act, the Government of India, Ministry of Labour made the present reference to the State Government Industrial Tribunal on the following point of dispute. The relevant order is at No. L-42011(17)/84-D.V. dated 31-7-1985.

2. By a General Order No. L-11025[A]87-D-IV(B) dated 13-2-1987, the matter was transferred to this Tribunal. It is at Sl. No. 35.

Point of Dispute

“Whether the management of Food Corporation of India, Karnataka Region is justified in not paying the night duty allowance to the employees who are posted for night duties? If not, to what relief the workmen are entitled?”

3. The first party has filed its claim statement and in brief it is as follows:—

The second party is insisting upon its workmen to perform night duty to guard the godowns since its inception from 1965. Some workers are called upon to work during night time at Mangalore, harbour and godown and also at rail heads. These workmen, who work at night time face lot of hardship and their working conditions are not similar to the working during day time. They requested for compensation, but it was refused. A dispute was raised, but there was no success. When they attend for the night duty they will not have facilities for food or tea and there will be no conveyance to each their place of residence. It is hazardous for their health. A watchman is asked to work 48 hours per

week whereas a peon performs duties of 40 hours a week, though both of them have the same scale of pay. In other public sector undertakings such as B.I.L., HMT, BEML and Railways night allowance is paid. By a circular dated 6-3-72 the FCI accepted in principle the payment of night allowance at the following rates.

Rate: Category III Employees Rs. 4.50 per night

Category IV Rs. 1.85 per night.

with effect from 1-5-1976. It has been enhanced to Rs. 6 Rs. 3 respectively. The workmen of Food Corporation of India in Karnataka work in three shifts 6-00 hours to 14-00 hours, 14-00 hours to 22-00 hours, and 22-00 hours to 6-00 hours. The peon works in the office from 8.30 a.m. to 5-30 p.m. Hence it is prayed that an award may be passed that the second party shall pay night duty allowance to those who work during night time at the aforesaid rates with retrospective effect.

4. The second party has filed its counter statement and inter-alia, it has been contended as follows:—

The reference is not maintainable Food Corporation of India is a corporate body owned by Union of India. The service conditions of the employees are approved by the union of India. The Food Corporation of India and Union of India are necessary parties. There is no dispute which can be tried by this Court as contemplated under the provisions of the Industrial Disputes Act. The emoluments of employees are fixed as per the terms and conditions of service. The first party cannot seek for additional emoluments. It is true that there are employees who work during night time. Categories of employees such as watchman are employed to do work in shifts. The employees who have to work during day time according to their shift if called upon to work during night time are paid night duty allowance. It is true that the first party had made the demand. It was made clear to them that night allowance would be paid to those who work during night time out of turn. The workmen have joined service knowing full-well about the consequence of working during night time. Their pay scales have been approved by the Central Government and then fixed. The nature of work of a watchman is different than that of a peon. The comparison sought to be made is not correct. It is not correct that certain employees are placed in a more advantageous position. The other allegations made by them are not correct. They are not entitled to any relief.

5. Party No. 1(b), FCI New Delhi has been impleaded on an application dated 21-7-1987 filed by the first party and the same statement of objections has been adopted for party No. 2(b).

6. In view of the said pleadings the following issues have been raised.

1. Whether the second party proves that this dispute is not an industrial dispute is contended in paras 1 and 2 of the counter statement?

2. Whether they further justify that their action is in accordance with order of the Government of India No. 16-7/75 FCI dated 23-4-1976?

7. For the management one witness have been examined and Exs. M-1 to M-3 have been got marked.

8. For the first party two witnesses have been examined and Ex. W-1 to W-3 have been got marked.

9. The parties have been heard.

10. My findings on the issues and point of dispute are as follows:—

Additional issue No. 1.—The reference is maintainable, since it is an Industrial Dispute

Additional issue No. 2.—Their action is in accordance with the order dated 23-4-1976, but it is not justifiable.

Point of Dispute.—The workmen are entitled to night duty allowance at the rate shown in clause 3-11 of Ex. W-1 of the Food Corporation of India No. 16-7/75-FCI dated 23-4-1976.

REASONS

11. Additional issue No. 1.—The learned counsel for the second party did not point out to any provision of the industrial disputes Act which takes away the jurisdiction of this Tribunal to decide the demand of the workmen for night duty allowance. Item No. 2 of the 3rd schedule shows that the demand of allowance is a matter which is triable by the Tribunal. I find no force in the contention that the reference is no maintainable.

12. Additional Issue No. 2.—The management has contended that as per the Government order dated 23-4-1976 the management was justified in not paying night duty allowance to the watchmen who work during night time whenever they have the night shift. Clause 3.11 of Ex. W-1, in the first instance shows that the present practice of paying night duty allowance was continued, but with variation in rates. It further states that the allowance will not be admissible to watchmen and other workers who are in shift duty. There is no dispute on the point that the present practice in the FCI is that night allowance is paid to only such of the workman who have their routine shift during time but who are called upon to work during night time. The present demand is for night duty allowance for the workers who work in the routine shift during night time. The evidence of MW-1 Bhaskar Rao, the Deputy Regional Manager shows in para 4 that if any person works beyond fixed hours, he is paid over time and also given compensatory casual leave. Para 9 of his evidence further shows that the night allowance shown in Ex. W-1 does not pertain to watchmen who work during night shift, as shown in Ex. W-1 (a). In para 10 he further explains that during emergency period some persons are employed to do night work and such of them are paid the night allowance as shown in Ex. W-1. His evidence does not prove that the FCI is justified in not paying night duty allowance to any workman, who works during night time, in accordance with the shift.

12. Point of Dispute.—The FCI has, no doubt, acted in a regular manner in not paying night duty allowance to its workmen who work during night time as per the directions of the Central Government shown in Ex. W-1. Now, that the matter has been referred to the Tribunal, it requires to be examined as to whether the FCI and the Government of India are justified in not granting night duty allowance to watchmen who work during night time in accordance with their shifts MW-1 Bhaskar Rao, the Deputy Regional Manager has sworn in para 5 of his evidence that pay scales of peons and watchmen are fixed taking into account the nature of their work and also the fact that they have to work during night time. In para 7 of his evidence he swears that pay scales are fixed on the basis of the reports of the pay committees and as approved by the Government of India. Ex. W-1 the letter dated 23-4-1976 from the Government of India to the managing director of FCI does not shown as to what were the recommendations of the pay committees. No full-fledged document of any pay committee has been produced before me to justify that nature of work of peons on one hand and of the watchmen on the other hand were taken into consideration. In the claim statement at para 15 it has been shown that the pay scales of a watchman and peon are the same and it is of Rs. 210-4-250-5-290. Ex. W-1 B is the statement of the existing scales of pay and the revised scales of the employees of the FCI. Sl. No. 1 deals with the category of workers such as peon-watchman/sifter/sweeper etc. Existing pay scale is shown as 80-2-100. Revised pay scale is shown as Rs. 210-4-250-5-290. In the remarks column, against the said post there is no indication whether the Government of India, or the FCI or any pay committee has taken into account the fact that the watchmen will be required to work in shifts even during night time whereas a peon has only the day duty during ordinary office hours and in spite of such facts, the same scale of pay is given to both of them. Ex. W-1(b) at the foot of page 2 shows that third pay committee recommendations approved by the Central Ministry were forwarded to the unit recreation societies of the Karnataka Region. The management has however, not produced any such document in full. In para 31 of his evidence MW-1 Bhaskar Rao has been specifically questioned whether he has produced any document to show that these factors were taken into account while fixing the pay scales of watchmen. He has stated that he has not produced any such document. The action of the management is being

justified on the basis of Exs. M-1, M-2 and M-3. Ex. M-1 dated 27-6-1987 is a letter from the Regional Manager of the Central Ware Housing Corporation and it shows that the Chowkidars work in three shifts and that they are given weekly off and that they do not pay any night allowance. Ex. M-2 dated 30-6-87 is a letter from the Administrative Officer of the Central Seeds Corporation and it shows that they are following the Central Government pay scales and watchmen who perform night duty are not paid any extra allowance. Ex. M-3 is a part of para 4-9-10 of a pay committee recommendations of 1974. Personal Manager has signed it but there is no certified copy or a true copy. There is a general statement at the end of the page that wherever the committee found that the work involved risk and hazardous to life, grant of allowance is recommended. In the first place, Ex. M-3 is not an authenticated copy. Secondly, such a general statement is of no help to the second party to say that there was a proper assessment and a valid approach to the demands of the watchmen or other workers who work during night time during their relative shifts. There can be no two opinions that working during night time involves additional strain and tells upon the health of an individual. In my view the evidence of MW-1 Bhaskar Rao and Ex. M. 3 do not prove that the first party workman are not entitled to night duty allowance. In Ex. M-1 the pay scales of the Chowkidars of Central Ware Housing Corporation have not been disclosed and it is not shown as to on what basis the pay scales of Chowkidars is fixed. Unless sufficient material is placed on record to show that the emoluments are the same or that the basis of recruitment are the same the document Ex. M-1 cannot be taken as a piece of evidence to deny the workmen night duty allowance. Ex. M-2 shows that the watchman of the national seeds corporation are given Central Government pay scales. No document has been produced regarding Central Government pay scales of watchmen. Similarly other conditions of service have not been brought out. The concerned officers of Central Ware Housing Corporation and National Seeds Corporation should have been summoned as witnesses and tendered for cross-examination so that the first party had an opportunity to find out the basis on which Exs. M-1 and M-2 have been issued. Therefore it is difficult to rely upon Exs. M-1 and M-2 and hold that the watchmen who work during night time should not be paid night duty allowance.

11. The learned counsel for the second party contended that if night duty allowance is granted it will effect the wage structure of all the employees and that the same may not be allowed. In the absence of material on record to show that the pay-scales of watchmen had been fixed taking into account the fact that they will be called upon to do night duty in shifts it will be difficult to hold that the wage structure of all the employees will be affected.

12. The learned counsel for the second party then contended that the other factory workers stand on a different footing, whereas the watchman of the FCI have their special duties and that if night allowance is paid to factory workers who work on shifts the same principle cannot be applied to the watchman of the FCI. In that connection, the first party has relied upon the night duty allowance paid to workers of HMT and HAI as per Ex. W-2 and W-3. The duties of a watchman, as the work itself conveys are that he should be vigilant throughout the duty hours during night time and keep watch over the property of his employer. He has also the risk of facing criminals, if any attempt for theft or pilferage etc. is made. I do not find that the duties of a watchman stand on a different footing than the duties of a factory worker as regards payment of night allowance is concerned.

13. The learned counsel for the first party cited the case of the Decan Sugar and Abkari Limited, Samalkot Vs their workers (1949 I.L.J. page 555) and contended that the workmen are entitled to the night duty allowance. On page 569 in para 34 dealing with issue No. 20 it has been observed, that day is for work and night is for rest and if the position is reversed, the workmen will be entitled to compensation. The observations made in the authority apply with all the force to the facts of the present case and I find that the workmen are entitled to the night duty allowance.

14. Exs. W-2 and W-3 do support the claim of the first party workmen for night duty allowance and show that they are entitled to claim the same.

15. The learned counsel for the second party submitted that some settlement is in the offing and that it is likely that the workmen may be given night duty allowance and that the Tribunal may not pass any award. No submission was made before me with reference to any specific date, within which there is going to be any settlement. If there is no specific submission with reference to a date, the passing of the award cannot be postponed without any time limit. From the facts and circumstances appearing on record, I find that it is a fit case to award night duty allowance only prospectively. No grounds have been made out for the grant of the same with retrospective effect. I find it to be in the interest of justice, and that it fulfils the demand of the workmen to a reasonable extent, if payment of night duty allowance is made effective from any date found suitable to the management within one month from the date of coming into effect of this award.

16. In the result, an award is hereby passed to the effect that the Food Corporation of India, Karnataka Region is not justified in not paying night duty allowance who do night duty work even according to their own shifts. The Food Corporation of India Karnataka Region is directed to pay night duty allowance at the same existing rate to these employees also who perform night duty according to their shifts. It shall be paid to them with effect from any date which the management shall fix within one month from the date of coming into effect of this award.

(Dictated to the Secretary taken down by him and got typed and corrected by me).

B. N. LALGE, Presiding Officer,

[No. L. 42011/17/84 DV]
HARI SINGH, Desk Officer

का.आ. . . : 85—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार, भारतीय स्टेट बैंक के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण नं. 2, धनबाद पंचाट को प्रकाशित करती है, जो केंद्रीय सरकार को को प्राप्त हुआ था।

New Delhi, the 23rd December, 1987

S.O. 85.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the State Bank of India and their workmen, which was received by the Central Government.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2) AT DHANBAD

Reference No. 17 of 1986

In the matter of Industrial dispute under Section 10(1) (d) of the I.D. Act, 1947

PARTIES:

Employers in relation to the Management of State Bank of India, Patna and their workmen

APPEARANCES.

On behalf of the Workmen—Shri K. K. Samajdar, Regional Secretary, SBISA.

On behalf of Employers—Shri A. K. Gupta, Law Officer.

STATE : Bihar INDUSTRY :- Banking.

Dated, Dhanbad, the 30th November, 1987

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12012/3/83-D B(A), dated, the 17th January, 1986.

SCHEDULE

"Whether the action of the management of State Bank of India in relation to their Bistipur Branch (Jamshepur) in terminating the services of Shri Yogendra Sharma Cashier w.e.f. 16-4-68 is justified? If not, to what relief the concerned workman is entitled?"

The case of the workmen is that the concerned workman Shri Yogendra Sharma was appointed as a temporary cashier in State Bank of India Bistipur Main Branch. He continuously worked in the said branch from 15-7-67 to 15-4-68. The total days of worked by him was 266 days in one calendar year. According to the Bank's circular No. 105 dt. 4-9-82 Sundays and paid holidays are to be counted in computing the number of days worked by a workman. The concerned workman had been paid wages for 266 days of his attendance. The concerned workman although was appointed as temporary cashier he was fully protected under Section 25(b) of the I.D. Act as he was in the service of the Bank for 266 days in a calendar year and had been paid salary and allowance for those days including Sundays and holidays. The services of the concerned workman were terminated without any reason or any fault on his part. The concerned workman had worked for more than 240 days within 12 calendar months and had fulfilled the criteria of continuous service as mentioned in Section 25(b) of the I.D. Act and hence the termination of his services from the Bank without adopting the laid down procedure under Section 25F of the I.D. Act was bad in law. The concerned workman had not been given any notice for the termination of his services, he was not paid for notice period nor any retrenchment compensation 15 days salary for each completed year. There was no agreement between the parties for the termination of the services of the concerned workman. The management did not give any intimation in the prescribed proforma to the Govt. authorities as provided under Section 25F of the I.D. Act. On the above facts it is submitted that the termination of services of the concerned workman was not a legal termination of services and relationship of employer and employee continued between them. As the termination of the services of the concerned workman was illegal and unjust he is entitled to reinstatement in service with retrospective effect along with full back wages. The Bank had appointed thousands of new persons as cashier after termination of services of the concerned workman but no opportunity was given to him thereby attacking the provision of Section 25G and 25H of the I.D. Act.

The case of the management is that the reference is not maintainable. The concerned workman was engaged as temporary money tester on 15-7-67 at Jamshepur Branch of SBI. His employment was purely on a temporary basis for a specified period of about a month or even less. He had worked in the said branch for 209 days in all excluding Sundays and holidays during the year 1967-68. His services automatically came to an end on 15-4-68 and thereafter the period of his services was not extended as the particular work of recounting of Reserve Bank remittance was complete and the concerned workman did not take any step for passing the required test for permanent absorption in the Bank's services. As the services of the concerned workman was purely of a temporary nature, it was not extended on the expiry of the period of his services on 15-4-68 and no separate letter of termination of his services was given to the concerned workman as on the expiry of the period of his services it was an automatic cessation after completion of the term. He was not a protected employee as he had not completed 240 days of attendance in the calendar year and accordingly he was not entitled to the benefits of Section 25F of the I.D. Act. The concerned workman after his termination did not make any verbal or written request to the Branch Manager for his reinstatement. His claim for reinstatement after a long delay is malafide in order to take advantage of the Supreme Court Judgement subsequently

inside. The Bank is a statutory body and is required to observe the statutory conditions and its rules for making permanent appointment in the Bank's services. The Policy of the Bank was within the knowledge of the concerned workman that after notifying the vacancy to the employment exchange and also advertising the same in the leading newspapers the posts are filled up. The candidates qualifying in the written test are interviewed and the candidates qualified in the aforesaid test were given appointment in order of merit depending upon the number of vacancies as per the Bank's then recruitment policy. The concerned workman who was working on purely temporary basis did not apply for any appointment whatsoever in Bank's services whenever vacancy was notified on the above plan it is submitted on behalf of the management that concerned workman is not entitled for reinstatement and any back wages.

The point for consideration in this reference is whether the termination of the services of the concerned workman with effect from 16-4-68 was justified.

The management and the workmen each examined one witness in support of their respective case. The documents of the workmen have been marked Ext. W-1 to W-16. The management did not exhibit any document.

The workmen have produced Ext. W-3 dt. 15-7-67, W-4 dt. 4-8-67 to W-4/7 dt. 11-8-68, Ext. W-5 dt. 1-2-68, Ext. W-5 dt. 16-2-68 to W-6/2 dt. 1-4-68 to show that the concerned workman Yogendra Sharma was appointed as temporary money tester for a limited period of about a month or less which was being extended from time to time. Ext. W-2 is a certificate issued by the Agent of Jamshedpur Branch of SBI certifying that the concerned workman had worked as a temporary cashier at his branch from 15-7-67 to 15-4-68 with breaks. This certificate was given on the basis of the appointment letters of which I have referred to above. Ext. W-16 dt. 4-4-79 is a letter from the Branch manager to the Regional Manager Region No. 3, State Bank of India, Patna which shows that the concerned workman had worked at Jamshedpur Branch as temporary money tester for 263 days and the details of the days worked by him from 15-7-67 to 15-4-68 are stated in it. WW-1 is the concerned workman Shri Yogendra Sharma who has also stated that he worked in Jamshedpur Branch of SBI from 15-7-67 to 15-4-68. Thus from the evidence discussed above it is quite clear that the concerned workman had worked in Jamshedpur Branch of SBI from 15-7-67 to 15-4-68 and the said fact finds support from the management's own document of which I have referred to above. In para-6 of the W.S. of the management it is stated that the concerned workman had worked from 15-7-67 to 15-4-68. There appears to be no dispute between the parties regarding the fact that the concerned workman had worked in Jamshedpur Branch of SBI as money tester/Cashier from 15-7-67 to 15-4-68.

The case of the management is that within the said period 15-7-67 to 15-4-68 the concerned workman had worked only for 209 days excluding Sundays and holidays. The case of the workman is that he had completed the total number of 266 working days by including Sundays and paid holidays. The concerned workman WW-1 has stated that he had received salary for working for 266 days prior to his termination. There is no denial of this fact by the management that the concerned workman was not paid his salary for 266 days of his work in the Bank. It is well settled that under Section 25(b) of the I.D. Act Sundays and paid holidays are counted for computing the period of 240 days Attendance in calendar year. WW-1 has not stated anything on this point. I hold therefore that the concerned workman had worked for 266 days in a calendar year prior to the termination of his services.

The case of the management is that the case of the concerned workman is not covered under Section 25F of the I.D. Act. Section 25F of the I.D. Act provides that no workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched until the three conditions laid under the said provision are complied with by the management. It will appear from the letters of appointment given to the concerned workman which I have already referred to above that the services of the concerned workman were being

extended from time to time for a limited period and that the said appointment letter itself embodied the date of expiry of the said terms of appointment. There is no case of the management that the provision of Section 25F of the I.D. Act were complied with prior to the termination of the services of the concerned workman. The management had based his case on the fact that the services of the concerned workman automatically terminated on the expiry of the date of his appointment given in his appointment letter and as such no notice was required to be given to the concerned workman for terminating the services. Admittedly, the concerned workman had not been given one month's notice giving for the period of notice in lieu of which nor become wages for the period of notice in lieu of which nor become paid any retrenchment compensation. The compliance of provision of Clause (a) and (b) of the Section 25F by the management is mandatory which has to be complied before a workman is terminated. But the same has not been complied with in the case of the concerned workman. The definition of retrenchment in Section 2(o) of the I.D. Act is applicable in the case of the concerned workman as his services were terminated by the management for the reasons other than the exceptions provided under Section 2(o) of the I.D. Act. The termination of the services of the concerned workman on the ground that the services were terminated automatically on completion of the term provided in the appointment letter cannot prevail in view of the decision reported in 1966 LIC Page 769 (SBI vs. N. Sundaramoni) where it has been held that "termination for any reason whatsoever in Section (o) are key words. Whatever the reason every termination spells retrenchment.....". A termination takes place where a term expires either by the active step of the master or running out of the stipulated term. The termination embraces not merely the act of termination by the employer, but the fact of termination howsoever produced. That to write into the order of appointment the date of termination confers no cloak from Section 25F(b) is inferable from the proviso to Section 25F(a) of the I.D. Act." The case of the concerned workman is completely covered by the said principle enunciated by their Lordship to show that writing the date of termination in the appointment order of the workman cannot take out his case from the arena of retrenchment. The management has referred to the newly amended provision (bb) of the I.D. Act, which has been added to Section 2(o) of the I.D. Act, "Termination of services of a workman as a result of not renewal of the contract of employment between the employer and the workman concerned on its expiry of such contract being terminated under a stipulation in that behalf contained therein" has been included as an exception to the definition of retrenchment. This amendment of Clause (bb) to Section 2(o) has been discussed in a case reported in 1986 LIC 251 by the High Court of Patna. It has been held in the said decision that the amendment to Section 2(o) in 1984 inserting sub-clause (bb) after sub-clause (b) not being retrospective in operation, legality of an order of discharge of a workman from service made in 1973 could not be decided in the light of the amendment. It is clear therefore that the clause (bb) was not retrospective in operation and as such the management cannot take advantage of the said clause to show that the termination of the services was not covered under the definition of the retrenchment in the I.D. Act. On the consideration of the above facts and question of law I hold that the termination of services of the concerned workman will amount to retrenchment from service without complying with the provision of Section 25F of the I.D. Act.

The management in para-3 of the W.S. have raised the point that the concerned workman did not raise any industrial dispute after his termination on 15-4-68 and he kept quiet for a long period of 15 years and as such the present dispute is over stale and no relief should be given to the concerned workman. Admittedly the concerned workman's services were terminated on 15-4-68. The workmen have filed Ext. W-10 dt. 14-10-71, W-11 dt. 9-11-71, W-12 dt. 25-7-79, W-3 dt. 22-11-70, Ext. W-14 dt. 30-7-80, Ext. W-16 dt. 4-4-79 to show that the concerned workman had raised his dispute before the management for his appointment in the Branch. From these documents it appears that the concerned workman had raised his dispute sometime in the year 1971 and thereafter he raised the dispute in the year 1978 or 1979. Ext. W-15 dt. 14-4-81 is a

letter from the management to the concerned workman. With reference to the workmen's letter dt. 5-8-81 which shows that the claim of reinstatement of the concerned workman was rejected as he did not pursue his claim for reinstatement in the past. There is no letter or correspondence between the management and the concerned workman after the year 1971 and prior to the year 1979 which show that the concerned workman had remained silent for a period of about 8 years. The concerned workman has filed under certificate of posting Ext. W-7 series to show that the concerned workman had written letters to the management from the time of the termination of the services and that he had also written letters between the period 1971 to 1979. The workmen have not filed the office copy of the letters which are stated to have been sent under certificate of posting Ext. W-7 series. Thus the certificate of posting Ext. W-7 series will not show as to who had sent the letters to the management of the Bank. The concerned workman WW-1 has stated that he cannot say about the contents of the letters which were posted vide those certificate of postings. He has stated that he did not keep copies of the letters which were sent by him under the certificate of posting Ext. W-7 series. He further said that he used to keep the copies of the letters which he had sent to the Bank through Registered post but he was not very keen in maintaining the copies of the letters which were sent by him through certificate of posting and as such those copies are not with him. There appears to be no reason as to why the concerned workman had kept the copies of the letters which were sent by Registered post to the management but did not keep the copies of the letters which were sent under certificate of posting. It appears that the concerned workman somehow obtained the certificate of posting and he had not sent any letter to the manager and hence he was unable to produce any office copies of those letters. The management has challenged the certificates of posting on the ground that the stamps used on some of the certificate of posting was not in use on the date the postal stamp bears on it. We have not considered the genuineness of the stamp of the period as admittedly the concerned workman did not produce any copy of the letter which is being claimed to have been sent by him through certificate of posting. I hold therefore that the concerned workman had not pursued the matter of his termination and appointment for a period of about 8 years between 1972 and 1978. The concerned workman has not explained as to why he had kept quiet for a period of about 7 years and the said delay has not been explained. In this connection a decision reported in SCLJ-J page-104 (Inder Singh and sons-vs-their workmen) and SCLJ page 2228 (Shalimar-vs-their workmen) is sufficient guide. It has been held in the case of Inder Singh referred to above that "On the question where retrospective effect can be given to an Award in the industrial adjudication, no doubt laws of limitation which might bar in Civil Court from giving remedy in respect of lawful right should not be applied by the Industrial Tribunal but over stale claims should not generally be encouraged or allowed unless there is satisfactory explanation for the delay. Their Lordships held" Both the risk of industrial peace from the entertainment of claims after a long lapse of time and unsettling effect which is likely to have on the employers financial arrangement should be taken into account. Where a claim has become too stale or not will dependent on the facts of each case". It was held in the case of Shalimar Works Ltd. that "It is true that there is no limitation prescribed for reference or dispute to an industrial tribunal even so it is only reasonable that the dispute should be referred as soon as possible after they have arisen." It will appear from the facts discussed above that the concerned workman or his union had not pursued the matter of the termination and appointment of the concerned workman between the years 1972 to 1978, covering a period of about 8 years and that too without any satisfactory explanation for the said period of gap and as such it appears that the present dispute is over stale. In the circumstances I feel unable to give any relief to the concerned workman which would have an unsettling effect in the employees of the management and may create other complicated problems.

The workmen have filed Ext.W-1 dt. 20-11-78 to show that the Bank had given employment to Shri Deo Kumar Pathak whose services also was terminated. Shri Deo Kumar Pathak was working as a temporary cashier at

Chhapra Branch of the SBI whose services were terminated and was thereafter given employment. We are not aware of the facts of the case of Shri Deo Kumar Pathak and as such the mere production of Ext. W-1 cannot be taken advantage by the concerned workman. There does not appear from Ext.W-1 that there was inordinate delay in raising the industrial dispute by Shri Deo Kumar Pathak or his union. In the above view of the matter the case of Deo Kumar Pathak cannot be taken as a Safeguard for a decision in respect of the concerned workman.

In the result, I held that although the SBI, Bistapur Branch was not justified in terminations the services of the concerned workmen Shri Yogendra Sharma with effect from 16-4-68, the concerned workman is not entitled to any relief as the dispute which has been raised on his behalf is over stale and such over stale claim cannot be encouraged so as to open a flood gate of litigation by the employees whose services might have been terminated long long ago. In the above view of the matter the concerned workman is entitled to no relief.

[No. L-12012/3/83-D.II(A)]

I. N. SINHA, Presiding Officer

नई दिल्ली, 30 दिसम्बर, 1987

का. आ. 86.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में केन्द्रीय सरकार भारत स्टेट बैंक के प्रबंधन में सम्बद्ध निवासियों और उनके कर्मचारियों के बीच, अनुसूचन में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जवाहरपुर के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 15-12-87 को प्राप्त हुआ था।

New Delhi, the 30th December, 1987

S.O. 86.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the State Bank of India and their workmen, which was received by the Central Government on the 15th December 1987.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(30)/1984

PARTIES:

Employers in relation to the management of State Bank of India, Jabalpur and their workman, Shri Sanad Kumar, Messenger-cum-Farrash, S/o Shri Balchandra Bithare, R/o Nand Bhawan, Taldarwaj Road, C/o Madho Prasad Sharma, Tikamgarh (M.P.)

APPEARANCES:

For workman—Shri H. N. Upadhyaya, Advocate.

For management—Shri N. P. Mittal, Advocate and Shri B. K. Srivastava, Officer.

INDUSTRY: Banking.

DISTRICT: Jabalpur (M.P.)

AWARD

Dated: December 7, 1987

By Notification No L-12012/312/83-D, II.A dated 3rd May, 1984 the Central Government in the Ministry of Labour has referred the following dispute to this Tribunal, for adjudication.—

"Whether the action of the management of State Bank of India Region No. III, Jabalpur (M.P.) in terminating the services of Shri Sanad Kumar, Messenger-cum-Farrash is justified? If not, to what relief is the workman concerned entitled?"

2. Facts which no longer in dispute are that Shri Sanad Kumar was employed as a temporary Messenger-cum-Farrash at various branches from 15-5-1979 to 3-5-1980 and his services were terminated with effect from 3-5-1980. The workman therefore raised an industrial dispute before the A.L.C. (Central). Hence this reference.

3. The case of the workman is that he was employed by the State Bank of India during the aforesaid period from time to time at Niwadi from 15-5-79 to 31-8-79 and in the Bank's Lead Bank Office at Tikamgarh from 29-9-1979 to 29-12-1979 and again from 8-1-1980 to 3-5-1980. The different branches of the Bank is one establishment and is not independent and separate. In a test for permanent absorption in the Bank he was found suitable and the appointment order No. RM/III/3/AS/8026 dated 25-11-1980 was issued to him but on account of the false report of Shri Ganpule that he suppressed the fact that he was previously employed in a branch of the Bank, the appointment order was withheld. The workman has contended that he worked for more than 240 days within a period of 12 months preceding the date of termination with effect from 3-5-1980. Neither he was given any notice, pay in lieu of notice nor paid retrenchment compensation. Therefore termination of his services is in violation of Sec. 25F of the I.D. Act. Therefore he is entitled to be reinstated with full back wages.

4. The case of the management is that Shri Sanad Kumar suppressed true facts for seeking employment at the Bank's Lead Bank Office, Tikamgarh where he had falsely declared that he had not worked in the Bank earlier while he had, in fact, worked at the Bank's Niwari Branch for 90 days on daily wages basis. He was enquired before providing employment whether he had been in employment of the State Bank of India previously. Shri Sanad Kumar replied and declared in writing on his application that he had not been in employment of the State Bank of India previously. Shri Ganpule, Lead Bank Officer did not ask him to write some words on the application for appointment and assured him that he would be appointed on the regular post if he writes in that manner.

5. The management has further contended that each branch of the Bank is a separate establishment. The Branch Manager controls and supervises his branch. The branches inter se have no administrative or supervisory control over the other. The Branch Manager is normally empowered to engage persons such as Messenger, Sweeper and casual workers etc. depending upon the necessity of the branch. Since each branch is a separate and independent establishment, therefore, the change in the office work introduces a discontinuity in service. Therefore Shri Sanad Kumar has not completed 240 days in a period of 12 Calendar months at any branch particularly at the Lead Bank Office. His termination of service is not illegal and therefore he is not entitled to the grant of any relief under the I.D. Act. Further Shri Sanad Kumar was given due chance for permanent absorption in the Bank but for making a false declaration his candidature was not subjected to consideration for absorption in the Bank because high moral, honesty and trustworthiness are primarily requirement for banking business. The evidence in possession of the Bank suggested that Shri Sanad Kumar does not bear such characteristics. Shri Sanad Kumar was in employment of the Bank as under:—

1. 15-5-79 to 31-8-79	90 days (Niwari Branch)
2. 17-9-79 to 29-12-79	85 days (Lead Bank Office)
3. 8-1-80 to 3-5-80	87 days (Lead Bank Office)

Taking into account the above period before the termination of services of the workman the management has contended that he has not completed 240 days service in a period of 12 calendar months preceding before the date of termination. Therefore the management has not contravened any provision of the I.D. Act. As such he is not entitled to any relief.

6. The management has filed a copy of the application of Shri Sanad Kumar, marked Ex. M/1 and adduced evidence of Shri K. B. Ganpule (M.W. 1) and Shri Pramod Dube (M.W. 2). Workman concerned gave his own evidence

(MW 1). The workman filed two photostat copies of certificates Ex. W/1 and Ex. W/2. Both of them go to show that he had worked in Niwari Branch from 15-5-79 to 31-8-79 (Ex. W/1) and from 17-9-79 to 29-12-79 and from 8-1-80 to 3-5-1980 in Lead Bank Office. This period of work is also admitted by the management.

7. The main point for consideration is whether the workman will be deemed to have worked for one employer in view of the fact that the Branches of the Bank in which he worked were under the management and control of the State Bank of India.

8. In this connection, on behalf of the Bank the judgments of this Tribunal in Case No. CGIT/LC(R)(36)/83 and Case No. CGIT/LC(R)(41)/1985 have been relied on where it was laid down that the workman cannot be said to be under the same employer when he worked in two different branches. The recruitments in the Bank is governed by certain set of rules. Appointments on temporary nature are contemplated in para 20.7 of the Sastry Award but in the case he would not come in the category of appointment contemplated in the Sastry Award. The power given to appoint for such a work was given to the manager or the Officer-in-Charge of the Branch. Therefore when the workman employed by one branch cannot be said to be servant of the other branch.

9. In this connection, it is pertinent to note that in the instant case the workman had not even worked continuously from one branch to the other. In Niwari Branch he worked for 90 days and in Lead Bank's Office 172 days in two spells.

10. The contention of the workman is that he had worked more than 240 days within a period of 12 calendar months preceding the date of termination with effect from 3-5-1980, therefore, it will amount to retrenchment within the meaning of the I.D. Act and since his services were terminated without notice and without complying with the provisions of Sec. 25F of the I.D. Act he is entitled to reinstatement. I am unable to accept this contention in view of the fact that he did not work continuously under the same employer. His services during the above period were with two different employers. If it was intended by the workman that his services in the Niwari Branch should also be counted with the Lead's Bank Office he should have disclosed in his application his previous service record, but instead of doing this he misled the Lead Bank Officer and suppressed the fact in his application that he had also worked in Niwari Branch or any other Branch. Thus his appointment in different branches was temporary and for specific period as is apparent from Certificates Ex. W/1 and Ex. W/2. These appointments were made by the Branch Managers and not by the Regional Managers or the Regional Committee who were only empowered to appoint on permanent post. In view of these facts, it cannot be said that the State Bank of India was the employer. In any case since he was not working continuously in any one particular branch the services rendered in other branches cannot be taken into account. In the result the reference is answered as under:—

That the action of the management of State Bank of India Region No. III, Jabalpur (M.P.) in terminating the services of Shri Sanad Kumar, Messenger-cum-Farrash is justified. He is not entitled to any relief. No order as to costs.

V. S. YADAV, Presiding Officer

[No. L-12012/312/83.D.IIA]

का.आ. 87 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार, भारतीय स्टेट बैंक के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक

विवाद में केंद्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पचाट को प्रकाशित करती है, जो केंद्रीय सरकार को 14-12-87 को प्राप्त हुआ था ।

SO 87—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the State Bank of India and their workmen, which was received by the Central Government on 14th December 1987

BEFORE SHRI M K BANSAL, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM—LABOUR COURT, CHANDIGARH

Case No ID 29/87

PARTIES

Employers in relation to the Management of State Bank of India

AND

Their Workman P C Sharma

APPEARANCES

For the Workman—Shri J G Verma

For the Management—Shri Ashok Khullar

INDUSTRY State Bank of India STATE Punjab

AWARD

Dated, the 4th December, 1987

Vide Central Government Gazette Notification No L-12012/243/86 D II(A) dated the 6th May, 1987 under section 10(1)(d) of the Industrial Disputes Act, 1947 The dispute between the workman and State Bank of India was referred to this Tribunal for decision and is as under —

“Whether the action of the State Bank of India in asking Shri P C Sharma, Teller in their Sunam Branch, who has already given his option to officiate in higher incumbancy in accounts wing to revise his option for officiating in Cash Wing and denying officiating chances to him in accounts wing is justified? If not, to what relief Shri Sharma is entitled to?”

2 The workman in his claim alleged that he was transferred from Delhi to Chandimandir and later on to Sunam That due to his seniority at Sunam he was posted as Teller That a dispute arose in Chandigarh Circle for officiating in Cash or clerical wing That a settlement was arrived at on 19-12-80 That option were to be called That workman was not allowed to give him option in the year 1982 That the workman gave his option on 28-4-3 to officiate in accounts wing i.e clerical section but still he was not allowed to officiate So workman alleged that he is entitled to allowance for the said post

3 The claim of the workman was disputed by the Bank

4 The case was listed today for evidence It appears that workman later on thought not to prosecute the present reference He submitted an application dated 18-9-87 to the following effect

“I am a member of the State Bank of India, Staff Association and not that of State Bank of India Staff Congress Neither I have given any authority to Shri J G Verma, General Secretary, State Bank of India Staff Congress to file claim petition on my behalf I have no grievance powers And so I hereby withdraw my claim of my free will ”

5 Workman also made his statement on 1-12-87 that he wants to withdraw his reference Sh J G Verma who appeared

for the workman stated that reference be decided on merit as Union is interested in the reference I do not agree with his contention The dispute referred was of any individual Sh P C Sharma who does not wants to prosecute the present reference Rival Union is not involved in the present reference So there is no need to decide the reference on merit As per application of the workman the present reference is decided against the workman being not pressed and returned accordingly

M K BANSAL, Presiding Officer

[No L-12012/243/86 D II(A)]

Announced
4-12-1987

नई दिल्ली, 31 दिसम्बर, 1987

का.आ. 88 —औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार, बैंक ऑफ बड़ौदा के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण न. 1, बम्बई के पचाट को प्रकाशित करती है, जो केंद्रीय सरकार को 15-12-87 को प्राप्त हुआ था ।

New Delhi, the 31st December, 1987

SO 88—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No 1, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the Bank of Baroda and their workmen, which received by the Central Government on the 15th December, 1987

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO I AT BOMBAY

Reference No CGIT-2 of 1986

PARTIES

Employers in relation to the management of Bank of Baroda

AND

Their Workman

APPEARANCES

For the Management—Mr Pitale, Advocate

For the Workman Mr. Kulkarni, Advocate

INDUSTRY Banking STATE Maharashtra

Bombay, the 1st day of April, 1987

AWARD

The Central Government in exercise of the powers conferred by clause (d) of subsection (1) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication

“Whether the action of the management of Bank of Baroda in relation to its Central Cell at Baroda House, Bombay in suspension w.e.f 14th September, 1982, and then imposition of stoppage of two increments having effect of postponing future increments of Shri K M Sallian Peon attached to Security Department, in Central Cell at Baroda House Bombay is justified? If not, what relief the workman concerned is entitled to?”

2 The concerned workman was working as a Peon in the Securities Department of the Bank of Baroda at their Bombay Main Office On 27th July, 1982 at about 10.55 am an incident took place in which the workman allegedly slapped one R C Surve, who was working in the Bank as a Hamal Shri Surve reported the matter to the Chief Manager (Credit)

who directed him to file a written complaint. Accordingly, Shri Surve addressed a written complaint to the Deputy General Manager (BMO) on 26th July, 1982 and handed it over to the Chief Manager (Credit) on 31st July, 1982 and the Chief Manager (Credit) in his turn forwarded it to the Deputy General Manager (BMO) on 2nd August, 1982. On the basis of this complaint, a show cause notice was issued by the Senior Manager (Staff Administration) to the workman on 24th August, 1982 calling upon him to submit his written explanation within 4 days of the receipt of the said letter. It appears that the workman did not offer any explanation and hence by an order dated 13th September, 1982 passed by the Chief Manager (Personnel and Administration) he was placed under suspension with immediate effect pending preliminary enquiry and the earlier pending departmental enquiry. Thereafter by another order passed by the Chief Manager (Personnel & Administration) in his capacity as the Disciplinary Authority, and in exercise of the powers conferred on him by the Chairman and Managing Director of the Banking in terms of clause 19.14 of the said settlement, Shri R. N. Wadhwa an officer working in the Securities Department was appointed enquiry officer to conduct departmental enquiry against the workman. This order was passed on 19th October, 1982. It was communicated to Shri Wadhwa on the same day. On the same day, i.e. 19th October, 1982, the workman Shri Salian was served with the charge-sheet by the Chief Manager (Personnel and Administration) as the disciplinary authority. Para 1 of the charge-sheet which contained the charges levelled against the workman reads as follows :—

"The following is reported against you : When you were attached to the Securities Department Baroda House as a sub-staff, on 27th July, 1982 at about 10.55 a.m. you slapped Mr. R. G. Surve, the Hamal attached to Baroda House in the gangway of the ground floor near the cash credit Department. As a result of your slapping he fell down. Your aforesaid act of slapping Mr. R. G. Surve during office hours in the Bank's premises, if proved, would amount to misconduct.

You are therefore charged as under :—

1. Committing an act of disorderly and indecent behaviour on the premises of the Bank.
2. Indulging in violence on the premises of the Bank.
3. Committing acts subversive of discipline.
4. Committing act prejudicial to the interests of the Bank."

3. The enquiry officer by his letter dated 22nd October, 1982 informed the workman that he would hold a preliminary hearing on 11th November, 1982. On that day, the Presenting Officer of the Bank submitted list of documents on which the management wanted to rely and the list of witnesses whom the management wanted to examine in support of the charges levelled against the workman. The workman however by his letter dated 10th November, 1982 sought an adjournment on the ground of illness. The matter was then posted on 23rd November, 1982 on which date, the workman Shri Salian filed an authorisation in favour of Shri S. O. Bambhorikar, President of All India Bank of Baroda Employees Union, authorising him to act as defence representative. The recording of evidence on behalf of the management as well as on behalf of the workman was completed on 10th January, 1983. Then after, the Presenting Officer presented his written arguments on 19th January, 1983 and the workman's representative submitted his written arguments on 31st January, 1983. The Presenting Officer filed his written reply on 9th February, 1983 and the enquiry officer submitted his report to the disciplinary authority i.e. Chief Manager (Personnel & Administration) on 28th March, 1983.

4. On the basis of this report, the disciplinary authority passed an order on 23rd April, 1983, proposing the punishment of stoppage of two increments having the effect of postponing the future increments of the workman. A show-cause notice was issued to the workman calling upon him as to why the proposed punishment should not be inflicted on him. Hearing on the proposed punishment was fixed on 2nd May, 1983. It was postponed at the instance of the workman to 5th May, 1983, on which date the workman submitted his written explanation. Thereafter, the disciplinary authority

passed an order on 24th May, 1983 imposing the punishment of stoppage of two increments having the effect of postponing future increments of the workman, and also directing that the period of suspension should be treated as period not spent on duty. Against this decision the workman preferred an appeal to the Deputy General Manager, the appellate authority, on 11th July, 1983. The appellate authority by his order dated 16th September, 1983 dismissed the appeal and confirmed the order of the disciplinary authority. Thereafter, an industrial dispute was raised by the Regional Secretary of the All India Bank of Baroda Employees Union affiliated to National Organisation of Bank Workers, before the management and also before the Assistant Labour Commissioner.

5. As the conciliation proceedings failed, the Central Government referred the dispute to this Tribunal, making the Regional Secretary of All India Bank of Baroda Employees Union, a party to the dispute. This union, however, did not put in its appearance though duly served and stated that as the workman was in arrears of his subscription, he was directed to intimate as to whether he desired to contest the present reference through the union and that the workman advised them that he did not wish to contest the dispute through the All India Bank of Baroda Employees Union and that he will contest it personally. The union, therefore, sent a request that they be discharged from the reference and notice be served on the workman. Accordingly the workman was personally served with the notice and in response to the notice, Bank of Baroda Employees Trade Union Congress, a trade union registered under the Trade Unions Act, 1926 filed Statement of Claim on behalf of the workman.

6. The workman challenged the departmental enquiry and the order passed by the disciplinary authority on various grounds, namely that before suspending him, the Bank had not conducted any preliminary enquiry, that no reason were mentioned in the suspension order for that action, that the suspension was in contravention of the provisions of the Bipartite Settlement of 1966, that the enquiry was vitiated due to the non-observance of principles of natural justice in as much as the enquiry officer was not an independent person; that the enquiry officer disallowed many questions put by the workman's representative to the Bank's witnesses, that copy of the complaint on which the charge-sheet was based was not furnished to him, that the enquiry officer relied on the report of the preliminary enquiry held by one Shri C. F. Rodrigues, even though the report was never in fact produced before the enquiry officer during the enquiry proceedings, that the enquiry officer did not consider the statement of the workman recorded during the enquiry proceedings and also written arguments submitted by him and his defence representative, that stoppage of two increments and treating the period of suspension as not on duty amount to double punishment; that workman's past service record was not taken into consideration while levying the punishment, and that the disciplinary authority did not independently apply his mind to the records of the enquiry and just endorsed the findings of the enquiry officer.

7. In the written statement filed on behalf of the Bank by the Chief Manager (Personnel and Administration), the Bank has challenged the locus standi of the Bank of Baroda Employees Trade Union Congress which as mentioned above has filed the statement of claim on behalf of the workman. According to the Bank, majority of the workman in the Bank are members of Bank of Baroda Employees Federation, which is recognised by the Bank as the sole collective bargaining agent on the basis of the varification carried out by the Ministry of Labour and which represents about 80 per cent of the employees employed by the Bank. Moreover, the Bank of Baroda Employees Trade Union Congress had neither espoused nor supported the grievance of the workman either before the bank authorities or before the Assistant Labour Commissioner and hence the said union cannot now file the Statement of Claim on behalf of the workman, on the basis that the said union is registered and has some representation. The Bank further contended that the industrial dispute was originally espoused by the Regional Secretary of the All India Bank of Baroda Employees Union, affiliated to NOBW, before the management and before the Assistant Labour Commissioner. This union also did not have locus standi to espouse the cause of the

workman since they did not have any membership. Moreover, there was no resolution passed by this union to take up the matter of the workman with the bank authorities and before the Assistant Labour Commissioner and having now realised that they have no locus standi they have not filed any statement of claim which they would have done in the normal course. The Bank further contended that the Bank of Baroda Employees Trade Union Congress has no locus standi to espouse or support the stand of Mr. Salian who was not its member any time. Moreover, there is no resolution of the general body of the trade union to espouse the cause of the workman.

8. It is the case of the Bank that before suspending the workman, a show-cause memo dated 24th August, 1982 was issued to him by the Senior Manager (Staff Administration) to show cause as to why disciplinary action should not be taken against him and as the workman did not submit his explanation within the stipulated period or within the period extended at his request, the Bank was left with no other alternative, but to pass the suspension order which was continuation of the letter dated 24th August, 1982 wherein full facts of the misconduct were narrated. The Bank denied the allegation of the workman as stated in his letter dated 19th November, 1983 regarding Mr. R. N. Wadhva and asserted that Mr. Wadhva was in charge of Securities Department, but at no point of time Mr. Wadhva had lodged a complaint against the workman for the incident in question or for any other incident, that Mr. Wadhva had not seen the incident, and was an independent person so far as the incident was concerned. According to the Bank, mere fact that the enquiry officer was a member of the managing committee of the Bank of Baroda Employees Union, did not disentitle him from being appointed as an enquiry officer. It was further asserted that the enquiry officer conducted the enquiry in which the worker fully participated along-with one of the office-bearers of the union affiliated to NOBW, that the enquiry officer conducted the enquiry in accordance with the principles of natural justice and ample opportunity was given to the workman to defend his case, that true copies of all the documents produced during the course of the enquiry were given to the workman before cross examination, and that the enquiry officer gave his findings on the basis of the material placed before him and the depositions made by the witnesses. All relevant facts were taken into consideration by the disciplinary authority as well as by the appellate authority. The Bank further asserted that the enquiry officer gave full opportunity to the workman and no prejudice was caused to the workman by disallowing any question during cross-examination of the witnesses of the management. All the relevant documents produced in the enquiry were either showed to the workman or copies thereof were furnished to him. The Bank submitted that having regard to the fact that the workman had assaulted another employee, the Bank would have been justified in dismissing him from service of the Bank, but it took a lenient view by only stopping two increments, and hence the punishment imposed by the bank, by no stretch of imagination, is shockingly disproportionate. The Bank asserted that it was open to the management to suspend the workman pending enquiry as provided under the bipartite settlement and that the demand that the workman should be treated as on duty during the period of suspension on full pay is baseless and contrary to the provisions of the bipartite settlement.

8. Admittedly, the dispute involved in this reference is not a dispute contemplated by S.2A of the Industrial Disputes Act. It was an individual dispute which as mentioned above was espoused by the All India Bank of Baroda Employees Union before the management as well as before the Assistant Labour Commissioner. According to the Bank, this union had no locus standi to espouse the cause of the workman because it had no membership and also because no resolution was passed by the union to take up the matter of Shri Salian with the bank authorities and before the Assistant Labour Commissioner. According to the Bank, Bank of Baroda Employees Federation which represents about 80 per cent of the employees employed by the Bank and which is recognised by the Bank as the sole collective bargaining agent alone was competent to espouse the cause of the workman employed in the Bank and as this union, namely the Bank of Baroda Employees Federation had not espoused the cause of Shri Salian, there was no industrial dispute with-

in the meaning of S.2(k) which could be referred to this Tribunal. There is however nothing on record to show that before filing the written statement in this reference the Bank had challenged the locus standi of the Bank of Baroda Employees Union. Admittedly, the said union is affiliated to the National Organisation of Bank Workers and that the said union espoused the cause of Shri Salian before the management as well as before the Assistant Labour Commissioner. It is therefore, too late in the day to question the locus standi of the said union to espouse the cause of Shri Salian. As the Individual dispute concerning Shri Salian was espoused by All India Bank of Baroda Employees union, which is affiliated to the NOBW, the individual dispute concerning Shri Salian stood converted into an industrial dispute which the Government was competent to refer to his Tribunal.

10. There is also no substance in the contention that as the All India Bank of Baroda Employees Union which initially espoused the cause of Shri Salian has given it up and has refused to represent Shri Salian before this Tribunal the industrial dispute has ceased to exist and the Bank of Baroda Employees Trade Union Congress which had never espoused or supported the cause of Shri Salian either before the Bank authorities or before the Assistant Labour Commissioner, cannot take it up. Firstly because here is no warrant for the proposition that only a recognised or representative union alone can espouse the cause of an individual workman and only then an individual dispute becomes an industrial dispute. Any union may validly raise a dispute though it may be a minority union of the workman in the establishment. Secondly the inability or refusal of a trade union which had espoused the cause, to represent the workman before the Tribunal to whom the industrial dispute is referred for adjudication does not have the effect of putting an end to the industrial dispute which was espoused. An industrial dispute which stands converted into an industrial dispute after it is validly espoused by a registered trade union does not cease to be an industrial dispute even if the union which had espoused the cause has ceased to exist or refuses to represent the worker. It is not necessary that the trade union which had espoused the cause of a workman must represent the case till the industrial dispute is adjudicated upon. Thirdly there is material distinction between espousing the cause and representing the workman before the Tribunal to whom the industrial dispute is referred. It is not necessary that the union which had espoused the cause must alone represent the workman before the Tribunal to which the industrial dispute is referred for adjudication. As held by the Supreme Court in the Bombay Union of Journalists Vs. The Hindu (1961 II LLJ p. 836) in each case in ascertaining/whether an individual dispute has acquired the character of an industrial dispute the test is whether at the time of the reference the cause was taken up and supported by the union of the workmen of the employer against whom the dispute is raised by an individual workman or by an appreciable number of workmen. The dispute may be raised by the workman of the establishment through a particular union while the workman may be represented before the Tribunal for the purpose of S.36 by a member of the executive of office-bearer of altogether another union. The crux of the matter is that the dispute should be a dispute between an employer and his workmen. It is not necessary that the dispute must be espoused throughout by the same union. Even if the trade union which had espoused the cause ceases to be a registered union during the continuance of the dispute, that would not have any effect on the validity of the reference.

11. In the present case, the individual cause was validly espoused by a trade union, namely, All India Bank of Baroda Employees Union and it is on the basis of this espousal that the present industrial dispute was referred to this Tribunal. Hence, now, the question before this Tribunal is not of espousal which was already complete, but the question is of representation of the workman before this Tribunal. Representation of a workman before an Industrial Tribunal in a reference under the Industrial Disputes Act is governed by S.36(1) of the said Act which reads as follows:—

“(1) A workman who is a party to a dispute shall be entitled to be represented in any proceeding under this Act by—

(a) any member of the executive or other office bearer of a registered trade union of which he is a member;

- (b) any member of the executive or other office bearer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated;
- (c) where the worker is not a member of any trade union, by any member of the executive or other office bearer of any trade union connected with, or by any other workman employed in, the industry in which the worker is employed and authorised in such manner as may be prescribed."

12. Shri Salian has ceased to be the member of the All India Bank of Baroda Employees Union and is now a member of Bank of Baroda Employees Trade Union Congress. He can therefore, be validly represented before this Tribunal by the Vice President of the Bank of Baroda Employees Trade Union Congress.

13. As mentioned above, the enquiry and the final order of punishment are assailed on various grounds. The main grievance is that the workman had opposed the appointment of Wadhwa as the enquiry officer and as the management ignored the request for changing the enquiry officer, the whole departmental proceedings were vitiated. It appears that after Shri Wadhwa was appointed the enquiry officer, the workman Shri Salian wrote a letter dated 19th November, 1986 to the disciplinary authority on this subject. A copy of this letter is filed by the workman at Exhibit-D. In this letter the workman gave three grounds in support of his request for changing the enquiry officer. They are as follows:—

- "1. I am reliably given to understand that Shri R. N. Wadhwa, the Enquiry Officer appointed by you was a Managing Committee Member of All India Bank of Baroda Employees' Federation/Bank of Baroda Employees' Union, Bombay.
2. You may kindly appreciate that I, vide my various letters in regard to allegations against me, addressed to you brought to your kind notice the allegations against me were concocted and fabricated for the reasons of having strained relationship with the office-bearers of Bank of Baroda Employees' Union Bombay and Federation.
3. On the date of the alleged incident Shri R. N. Wadhwa was in charge of my department and Shri P. V. Shetty office-bearer of Federation had consulted Shri Wadhwa, Officer-in-Charge of my department."

14. The management did not respond to this letter though no specific reply rejecting the demand was given by the disciplinary authority. There is however nothing on record to show that Shri R. N. Wadhwa was a member of the managing committee either of the All India Bank of Baroda Employees Federation or Bank of Baroda Employees Union, Bombay. The workman had made a grievance about the appointment of the enquiry officer in his appeal to the Deputy General Manager. He contended in his appeal memo that the disciplinary authority failed to apply his mind and to give his firm opinion on the demand to charge the enquiry officer for reasons mentioned in the letter dated 9th November, 1982. The Deputy General Manager, the appellate authority, elaborately dealt with all the points raised by Shri Salian in his appeal memo. As regards the grievance in question, the appellate authority stated as follows:—

- "2(b) Mr. Salian's request for changing the Enquiry Officer was based on allegation that Mr. R. N. Wadhwa was Ex-Managing Committee member of a rival Union. Discreet enquiry was made in the matter and the allegation was found to be baseless. So there was no need to change the Enquiry Officer"

15. In the statement of claim, also the workman did not specifically state that Shri R. N. Wadhwa was a member of the managing committee of the rival union. However, what the Bank stated on this point in its written statement gives an impression that some years ago, Shri Wadhwa was a member of the managing committee of the Bank of Baroda Employees Union. According to the Bank, the mere fact that some years ago the enquiry officer was a member of the managing committee of the Bank of Baroda Employees Union did not disentitle him from being appointed as an enquiry officer. In my view, this stand taken by the management is

quite correct, especially in view of the fact that Shri Wadhwa was the head of the department in which the workman was working at the material time and also in view of absence of any allegation of personal animosity against the workman. It is also pertinent to note that whatever adverse effect his circumstance could have had on the enquiry proceedings, it has lost all its significance because at the material time, the workman was a member of the Bank of Baroda Employees Union. The office-bearers of this very union defended the workman at the enquiry and this very union espoused the cause of the workman before the management and the Assistant Labour Commissioner. There is, therefore, absolutely no substance in the contention that Shri Wadhwa's appointment as enquiry officer seriously prejudiced the workman.

16. Another grievance of the workman in respect of the enquiry is that the enquiry officer had disallowed many questions put by the workman's representative to the bank's witnesses. The enquiry officer admitted this position in his report. He has dealt with this aspect of the matter in para 14 of his report. This is that he stated on this point:

"I have been disallowing certain questions which were attempted to be asked to some witnesses both by Presiding Officer as well as by the Defence. Such questions were either repetitive or totally irrelevant to the subject matter of the Inquiry. The respective parties withdrew the questions. It is now being raised as a bogie by the defence that natural justice has been denied to them because certain questions were not allowed to be asked. There is no indication anywhere as to what those questions were. Even if they were not regarded by me as the Inquiry Officer they could have been noted down by the Defence and put in their arguments to show that they were very relevant and material questions. This they have not done because they were convinced that they were overstepping the carpet within which the Inquiry was to function. The cross-examination in each case was concluded only after the Defence was asked whether they had any further questions to ask and they said they did not. In case of some witnesses, even a re-cross-examination was allowed because it was justified in the circumstances. If the defence is under a misconception that any and every question asked is to be allowed by the Inquiry Officer, I am afraid this is an incorrect reading of the Disciplinary Procedure which I must baste to clarify."

17. The record of the enquiry completely substantiates the position of facts stated by the enquiry officer in para 14 of his report. It is pertinent to note that every page of the enquiry is signed by the workman and his representative. If the recording was not faithful, then they would have certainly refused to sign and would have re-recorded their objections. Allegations of the workman in his statement of claim on this point are also completely vague. No attempt was made to show that any relevant and pertinent question was asked on behalf of the workman in the cross-examination of the witnesses for the management and such a question was unjustifiably disallowed causing prejudice to the workman in his defence.

18. The contentions of the workman that copy of the complaint on which the charge-sheet was based was not furnished to him and that the enquiry officer relied on the preliminary enquiry by Shri C. F. Rodrigues even though the report was never produced before the enquiry officer during the enquiry proceedings are baseless.

19. The enquiry commenced on November 23, 1982. The proceeding at the end of the day are signed by the workman as well as the defence representative. After recording denial of the charges by the workman, the enquiry officer has recorded as follows:—

"The Enquiry Officer, then asked the Presenting Officer Mr. G. Javaraman to produce documents/evidence and witnesses, if any upon which we will be relying in the enquiry. The original documents were presented by the Prosecution and were also verified by the Defence/CSF. The documents were therefore registered as under with the consent of the concerned parties,

List of documents :

1. Note dated 2-8-1982 of the Chief Manager (Credit) together with letter dated 28-7-1982 of Mr. R. G. Surve, Hamal attached to Baroda House, BMO.— (ME-I).
2. Note dated 6-8-1982 of the Chief Manager (Credit)— (ME-II)."
20. The names of the witnesses which the management wanted to examine were also noted and thereafter the enquiry officer made the following noting :

"The Defence/CSE verified all the original documents registered as above ME-I and ME-II and compared the copies word by word with that of the originals, supplied to them. The Defence/CSE has confirmed that the copies provided to them are in order."

21. There is also no substance in the contention that the enquiry officer did not consider the statement of the workman recorded during the enquiry proceedings and also the written arguments submitted by him and his representative and that the disciplinary authority and the appellate authority did not independently apply their minds to the records of the enquiry. The elaborate report made by the enquiry officer and the considered orders passed by the disciplinary and appellate authority completely negative this contention. The disciplinary authority as well as the appellate authority has not only considered the material placed on record during the enquiry, but also have dealt with each of the points raised by the workman.

22. Perusal of the proceedings of the enquiry also shows that fair and full opportunity was given to the workman to defend himself. Findings recorded by the enquiry officer are far from being perverse. The evidence led by the management completely supported the findings of the enquiry officer. The evidence led by the workman was rightly ignored in the sense that much value was not attached to it because the evidence was of negative type and did not rule out the incident in which the workman slapped the Hamal, Shri Surve. The basis of the charges was the complaint lodged by Shri Surve and this complaint, which was lodged by Shri Surve in writing, was produced before the enquiry officer and was duly proved.

23. Much was sought to be made of the fact that the workman was suspended before the charge-sheet was served upon him and that no reasons for that action were mentioned in the suspension order. According to the workman, this suspension was in contravention of the provisions of the bipartite settlement of 1966. It is also contended that the illegal suspension order vitiated the enquiry pending which he was suspended. Paragraphs 19-1 to 19-16 of the said bipartite settlement deal with the disciplinary action and procedure therefor. Paragraph 19-11 lays down that where it is decided to take disciplinary action against the employee, the decision shall be communicated to him within 3 days thereof. Para 19-12 of the bipartite settlement deals with the procedure which is expected to be followed after a decision is taken to take disciplinary action against an employee. Sub-para B of this paragraph which empowers the management to put the workman under suspension pending enquiry, reads as follows :—

"Pending such inquiry he may be suspended, but if on the conclusion of the enquiry it is decided to take no action against him he shall be deemed to have been on duty and shall be entitled to the full wages and allowances and to all other privileges for the period of suspension; and if some punishment other than dismissal is inflicted the whole or a part of the period of suspension, may, at the discretion of the management, be treated as on duty with the right to a corresponding portion of the wages, allowance, etc."

24. It is therefore clear that the workman can be suspended pending enquiry, after a decision to take disciplinary action against him is taken. In the present case by a show cause notice dated 21st August, 1982, the workman was called upon to submit his written explanation in respect of the report against him that on 27th July, 1982 at about 10.55 A.M. he slapped Mr. R. G. Surve, who was walking on the

gang way of the ground floor near Cash Credit department of Baroda House and that as a result of the blow he fell down. As the workman did not give any explanation, he was placed under suspension with immediate effect by order dated 13th September, 1982. The first paragraph of the said order reads as follows :—

"It has been decided to place Mr. K. M. Salian, Peon, Bank of Baroda, Bombay Main Office under suspension with immediate effect pending preliminary inquiry and thereafter pending the Departmental Enquiry."

25. It is clear from this order that the management proposed to hold a preliminary enquiry into the allegations about which he was asked to show cause. The decision to hold the enquiry was taken on 19th October, 1982 on which date the disciplinary authority made appointment of the enquiry officer and served the charge-sheet on the employee. Therefore, the management could not have placed the workman under suspension with effect 13th September, 1982 and it could have done so only with effect from 19th October, 1982. But that would not render either the suspension order or the departmental enquiry held against the workman illegal. As held by the Calcutta High Court in Gopi Nath Kund Vs. Bank of India and others (1980 LIC p. 538) the only effect of a decision taken subsequent to a suspension order, to take departmental action would be that the suspension order would become effective from the date on which the decision to hold departmental enquiry is taken by the management. It would not have the effect of rendering the suspension order totally invalid, nor would it have any effect on the departmental enquiry held against the workman.

26. Equally unsustainable is the contention that the workman has been subjected to double punishment. According to the workman stoppage of two increments and not treating suspension period as on duty amount to double punishment. There is no substance in this contention because the period of suspension can be treated as on duty only when on the conclusion of the enquiry it is decided to take no action against him. No such question arises if the workman is dismissed from service. Sub-para (b) of paragraph 19-12 confers discretion on the management, if some punishment other than dismissal is inflicted upon the workman to treat the period of suspension, either wholly or partly, as on duty. The management may at its discretion treat either partly or wholly such period of suspension as on duty, or may treat the entire period as period of suspension, without any right of corresponding portion of wages, allowance, etc. It is also pertinent to note that suspension is not mentioned as one of the punishments which can be inflicted on an employee found guilty of grave or minor misconducts. The grievance of double punishment therefore has no justification.

27. This brings me to the question of punishment. As mentioned above, the punishment inflicted upon the workman in this case is stoppage of two increments. It is contended on behalf of the workman that the incident was trivial and hence the punishment inflicted on the workman is shockingly disproportionate. It is difficult to accept this submission. Even though the misconduct was not as grave as to entail dismissal from service as contended by the management, it was not trivial. It was duly established during the enquiry that the workman slapped the Hamal, Shri Surve for no rhyme or reason. This high-handed behaviour of the workman was not worth condoning. There is, therefore, little scope for interfering with the punishment inflicted upon the workman by the management.

28. In the result therefore, it has to be held that the action of the Bank of Baroda of stoppage of two increments having effect of postponing future increments of Shri K. M. Salian was justified. The action of the management however, in suspending the workman w.e.f. 14th September, 1982 to 19th October, 1982 was not justified and hence the workman would be entitled to get his full salary for the period from 14th September, 1982 to 19th October, 1982.

29. Award accordingly.

M. S. JAMDAR, Presiding Officer
[No. L-12011/25/85-D.II(A)]
N. K. VERMA, Desk Officer

नई दिल्ली, 28 दिसम्बर, 1987

का.आ. 89.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारत गोल्ड माइन्स लि., के.जी.एफ. के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-12-87 को प्राप्त हुआ था।

New Delhi, the 28th December, 1987

S.O. 89.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore, as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Bharat Gold Mines Ltd., K.G.F. and their workmen, which was received by the Central Government on the 11th December, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT BANGALORE

Dated, 3rd Day of December, 1987

Sri B. N. Lalge, B.A. (Hons.) LL.B., Presiding Officer.

Central Reference No. 83/87

First Party : B. Suri, BGML Employees Union, (CITU) Marikuppam P.O. K.G.F.

V/s.

Second Party : Chairman-cum-Managing Director, BGML Suvarna Bhavan, Oorgaum, K.G.F. 563120.

APPEARANCES:

For the first party—Sri V. Gopal Gowda, Advocate.

For the second party—Sri K. J. Shetty, Advocate.

AWARD

By exercising its powers under section 10(1) of the Industrial Disputes Act, by order No. L-43012/18/85-D III(B) dated 20-4-1987, the Government of India, Ministry of Labour made the present reference on the following point of dispute.

Point of Dispute

“Whether the action of the management of Bharat Gold Mines Limited in dismissing Shri B. Suri, Craftsman Assistant, (Fitter) of Nundydroog Mines from service after he had put in 23 years of unblemished service for simple absenteeism is fair and justified? If not, to what relief is Shri B. Suri entitled?”

2. On receipt of the order of reference, notices were issued to the parties. On 17-6-1987 Sri V. G. Gopalgowda Advocate undertook to file his valakath for first party. On the same day Sri K. J. Shetty, Advocate filed his valakath for second party.

3. On 17-7-1987 Sri V. G. Gopalgowda, Advocate filed his valakath for first party and prayed for time to file the claim statement. It was granted and posted on 5-8-1987. The learned counsel for the first party on 5-8-1987 by an application however prayed for some more time to file the claim statement, and it was granted. Then the matter was called on 14-8-1987, 16-9-1987, 20-10-1987, 27-10-1987, 9-11-1987 and 17-11-1987 but no claim statement was filed by the first party. On 17-11-1987 Sri G. Hegda, Advocate for Sri V. G. Gopalgowda, Advocate, made a submission that the workman in spite of best efforts could not be secured. Thereupon the workman was called out thrice but he was found absent. Since the advocate, did not express his willingness to secure him and proceed with the case, it was treated that he does not hold any more authorisation for the workman. The

workman was set ex-parte. The management was permitted to adduce evidence by affidavits.

4. On 24-11-1987 the workman was however called out again, but he was absent. The second party filed an affidavit of one B. Ramaswamy. It was heard.

5. The affidavit of B. Ramaswamy shows that there was a domestic enquiry against the workman, and that he was found guilty of misconduct and thereupon the previous record of the workman was taken into account and a show cause notice was sent to him, but the workman did not respond and thereupon the order of dismissal was passed. The said evidence is supported by the documents at Sl. No. 1 to 9 filed along with list dated 24-9-1987. The proceedings of the enquiry, the findings of the enquiry officer, the second show cause notice and the order of dismissal show that the charge against the workman was that he was absent from duty between 14-9-83 and 20-9-1983 without prior permission or intimation. The workman admitted about his absence before the enquiry officer and his only explanation was, that due to illness he could not make arrangements for sanction of leave. His written explanation dated 5-10-1983 also shows that for some time he was in KGF hospital, but he was not satisfied with the treatment and therefore he took treatment from one Dr. Nagappa of Robertson pet. The workman has not proved that his admitted absence did not constitute any misconduct whereas the management has proved that it amounted to misconduct. No extenuating circumstances have been made out before me. I find that the order of dismissal is in accordance with law.

6. In the result, an award is hereby passed, to the effect that the management of the BGML was justified in dismissing Sri B. Suri, Craftsman Assistant Fitter and that he is not entitled to get any relief.

(Dictated to the Secretary taken down by him and got typed and corrected by me).

B. N. LALGE, Presiding Officer

[No. L-43012/18/85-D.III(B)]

का. आ. 90.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स प्रभुदास विठ्ठल दास, केदारेश्वर रोड, रन छोड़जी हवेली के पास, पोरबन्दर (गुजरात) के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, अहमदाबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-12-87 को प्राप्त हुआ था।

S.O. 90.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Ahmedabad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Prabhudass Vithaldas, Kedareshwar Road, Near Ranchodji Haveli, Porbandar (Gujarat), and their workmen, which was received by the Central Government on 15-12-1987.

BEFORE SHRI S. J. SHETH, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT AHMEDABAD

Reference (ITC) No. 19 of 1987

BETWEEN

M/s. Prabhudass Vithaldas,
Kedareshwar Road,
Near Ranchodji Haveli,
Porbandar.

AND

Their workmen.

In the matter whether the action of the management of M/s. Prabhudass Vithaldas, Bauxite Mines Owners, P. O. Bhatla (District Jamnagar) in locking out the employment in

respect of Shri Suka Jetha & 20 others w.e.f. 27th April, 1985 is justified? If not, to what relief the workmen are entitled?
STATE : Gujarat. INDUSTRY : Bauxite Mines.
Porbandar.

AWARD

By an order No. L-29011/28/86-D. III(B) dated 11th March, 1987, the Desk Officer, Government of India, Ministry of Labour, New Delhi in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947, has referred the dispute between M/s. Prabhudas Vithaldas, Porbandar and their workmen to this Tribunal for adjudication. As per the schedule, the industrial dispute is as under :

"Whether the action of the management of M/s. Prabhudas Vithaldas, Bauxite Mine Owners, P. O. Bhatia (District Jamnagar) in locking out the employment in respect of Shri Suka Jetha & 20 others w.e.f. 27th April, 1985 is justified? If not, to what relief the workmen are entitled?"

2. The Gujarat State Mines Workers Union (hereinafter referred to as 'the Union') which is a sponsoring union has by its statement of claim submitted that the workers mentioned in the schedule have been wrongfully locked out by the company by closing their Dhangra Mine on 27th June, 1985 and, therefore, the company should be asked to lift the lock out and pay the concerned workmen their full back wages from 27th June, 1985.

3. The company has by its written statement denied that they had locked out the workers mentioned in the schedule. It is further stated that except 3 persons out of 21, none has worked with them and the 3 workers who were in their employment had left their job on their own accord and hence the question of wrongfully locking out the concerned workmen does not arise. It has further submitted that none of their workers are members of the Union and the Union has no right to raise this demand.

4. Several opportunities have been given to the Union to lead evidence in support of its claim, but none has turned up on its behalf. Ultimately, a notice by Regd. post was also given to the Union and though the Union received the notice, no step has been taken by it to proceed with the matter. It thus appears that the Union is not interested in this reference. I have, therefore, no alternative but to reject the reference for want of prosecution and hence I pass the following order:

ORDER

The reference is rejected for want of prosecution on the part of the Union. No order as to costs.

Secretary.

(G. J. Dave)

S. J. SHETH, Presiding Officer

[No. L-29011/28/86-D.III(B)]

Ahmedabad, 30th November, 1987.

का.आ. 91.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गत में, केन्द्रीय सरकार, सुपा माइनिंग प्रोजेक्ट, मैसूर मैसूर मिनेरल लि., दन्देली के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अन्तर्वक्ष में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-12-87 को प्राप्त हुआ था।

S.O. 91.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore, as shown in the Annexure, in the industrial dispute between the employers in relation to

the management of Supa Mining Project of M/s. Mysore Minerals Ltd., Dandeli and their workmen, which was received by the Central Government on the 11th December, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT BANGALORE

Dated, the 3rd day of December, 1987

Sri B. N. Lalgé, B.A. (Hons) LL.B., Presiding Officer.

Central Reference No. 84/87

First Party :

Sri. K. M. Ramappa,
s/o Megha Naik,
Kalase Village,
Bellu (Post),
Hosanagar (Tlk.),
Shimoga District.

V/s.

Second Party :

Technical Director,
M/s. Mysore Minerals Ltd.,
39, M. G. Road,
Bangalore.

APPEARANCES :

For the first party—S. i. V. Panduranga Naik, Advocate.

For the second party—Sri S. N. Murthy, Advocate.

AWARD

By exercising its powers under section 10(1) of the Industrial Disputes Act, the Government of India, Ministry of Labour made the present reference on the following point of dispute by an order No. L-29012/36/85-D.III(B) dated 20th April, 1987.

POINT OF DISPUTE

"Whether the action of the management of M/s. Mysore Mineral Limited, in terminating the services of Shri K. M. Ramappa, Supervisor with effect from 3rd January, 1984 is justified? If not, to what relief the concerned workman is entitled?"

2. The first party workman has then filed his claim statement and inter alia, he contends as follows :—

He was appointed as a Supervisor by the second party on temporary basis with effect from 21st November, 1977 in Kumudvathi Manganese Mines. He was paid daily wages. He worked there from 21st November, 1977 to 5th December, 1980. Then he was transferred to Supa Mining Project. In February 1981 he was transferred to Dandeli. In the transport section he was entrusted with the duties of inspection of vehicles and indenting for high speed diesel and spare parts. He was discharging his duties properly. One Shri T. L. Nagaraj, the Assistant Engineer was the head of the unit. He was not on good terms with him. He used to issue memos, for the mistake of others. He used to treat him absent even though he was on duty. On 24th November, 1981 allegations were made against him that he had signed on the absent mark for the day. 14th November, 1981. A show case notice was issued to him. A reply was taken from him forcibly. The matter was referred to the head office. His services were terminated with effect from 3rd January, 1982. One more order dated 14th December, 1984 was passed discontinuing his service with effect from 8th January, 1982. The said order is illegal, it amounts to retrenchment. It is not a sneaking order. It does not comply with section 25F of the Industrial Disputes Act. It is contrary to article 311 of the Constitution. Hence it is prayed that it may be set aside and he may be ordered to be re-instated with consequential benefits.

3. The second party management has filed its counter statement and inter alia it has been contended as follows :—

He was working as a daily rated supervisor on temporary basis for a period of three months from 21st November, 1977. He was continued till the end of 1981. He was transferred to Dandeli. He was working under T. L. Nagaraj. It

was reported by Nagaraj that he had indulged in correcting and manipulating the attendance register. On 14th January, 1981 he was marked as absent in the attendance register. He had over-written on the same. Considering the gravity of mis-conduct, the management terminated his services. A show cause notice dated 27th November, 1981 was issued to him. By a letter dated 28th November, 1981 he had admitted to his guilt. The termination is according to the provisions of the standing orders. Allegations made by him against T. L. Nagaraj are false. Several memoes were issued to him for acts of mis-conduct and he had admitted about his mis-conduct. The order of dismissal does not contravene the provisions of section 25F of the Industrial Disputes Act or article No. 311 of the constitution. He has raised the dispute after 4 years. It is liable to be rejected. He is not entitled to any relief.

4. The second party has examined three witnesses and has got marked Exs. M-1 to M-29.

5. The workman has examined himself and two more witnesses. He has got marked Exs. W-1 to W-4.

6. The parties have been heard.

7. My finding on the point of dispute is as follows : The management was not justified in terminating the services of Sri K. M. Ramappa supervisor, with effect from 3rd January, 1984, without holding any enquiry. The charge of mis-conduct against him is proved, but a lesser punishment is imposed and it is ordered that he is entitled to the relief shown below.

REASONS

8. There is no dispute on the point that before terminating his services, the management did not hold any enquiry. The learned counsel for the first party cited the following authorities.

- (1) Jagdish Mitter v/s. Union of India (AIR 1964 Supreme Court page 449).
- (2) Jagdish Prasad Saxena, v/s. the State Bank of Madhya Bharat (New Madhya Pradesh) respondent, (AIR 1961 Supreme Court page 1070).
- (3) Madan Gopal v/s. State of Punjab (AIR 1963 Supreme Court page 531).

All these authorities show that order of dismissal without following the provisions of article 311(2) cannot be sustained.

9. On the other hand, the learned counsel for the second party contended that the services of the workman are governed by the standing orders and that the provisions of article 311 have no relevance. With reference to the case of Chinni Ramakrishna Rao v/s. Registrar, Andhra University (AIR 1972 Andhra Pradesh page 127) it was argued that compliance with the rules of natural justice is sufficient and when the workman admitted about his mis-conduct there was no necessity to hold the enquiry. The case of Central Bank of India v/s Karunamoy Banerjee (AIR 1968 Supreme Court page 266) was cited by the second party and it was argued that if the rules of natural justice are observed the action taken by the management cannot be said to be bad.

10. In the light of the principles laid down in the aforesaid authorities, it requires to be examined as to how far the management has established the charges levelled against the workman.

11. MW-1 T. L. Nagaraj was the then Assistant Engineer at Dandeli, under whom the first party workman has working. In para 10 of his evidence he states that on 27th November, 1981 a show cause notice was issued to him for having corrected the marking of his absence in the muster roll of 14th November, 1981 as present though he was actually absent on that day. Ex. M-7 dated 27th November, 1981 reads as follows:—

"It is noticed by the undersigned that you, Sri Ramappa K. M., Supervisor, have changed by over writing the muster roll. On 14th November, 1981, it is marked as absent by the undersigned but you have signed on that mark without taking consent by the undersigned or without notice of the office staff.

Why disciplinary action should not be taken against you as per standing orders of the company for changing the office records unauthorisedly.

Your written explanation should reach the under-signed within 24-00 hours on receipt of this memo.

ASST. ENGINEER"
Transport Section.

standing order 11(2)(b) deals with the mis-conduct of fraud. The charge against the workman is that he fraudulently marked present over the writing as absent in the muster roll of 14th November, 1981. Ex. M-8 is his explanation. It is in kannada. The translation is as follows:—

"To the Assistant Engineer T. P. T. Dandell.

Sir,

K. M. Ramappa, working in your establishment submits the written reply for the memo.

12. I pray to your good-self as follows:—It is true that I have committed the mistake. Hence forth I will not commit such a mistake. Therefore I pray for being kindly pardoned.

Yours obedient,"
K. M. RAMAPPA.

Dated : 28-11-1981.

DANDELL.

13. The explanation Ex. M-8 does not make any reference to the show cause notice Ex. M-7. In the absence of a specific admission of guilt, the management should have followed the procedure laid down in the standing orders. WW-1 Ramappa, the workman has sworn at para 5 of his evidence that on 14th November, 1981, he did not change any entry of the attendance register and it was only on 24th November, 1981 he was told about it for the first time. In para 6 he states that MW-1 T. L. Nagaraj told him that he should give in writing that he had committed a mistake and that otherwise he will not take him to work and thus he was compelled to give that writing. On the other hand, MW-1 Nagaraj swears in para 10 of his evidence that on 27th November, 1981 he had issued the memo Ex. M-7 and in para 11 he adds that Ex. M-8 is the reply given by the workman. In my opinion Ex. M-8 does not constitute an admission of the charges shown in Ex. M-7 and in that event the management ought to have held an enquiry. However, nothing prevents the management from establishing the alleged mis-conduct of the workman by producing evidence before this Tribunal. In that view of the matter, the management was permitted to adduce evidence with reference to the charges shown in Ex. M-7.

14. The evidence of MW-1 shows in paras 5 to 9 that on earlier occasions there were lapses on the part of the workman and memoes such as Exs. M-1 to M-4 were issued to him. In para 8 of his evidence MW-1 states that Ex. M-5 is the reply given by Ramappa, to the memo Ex. M-4. Ex. M-5 makes a specific reference to the memo Ex. M-4. The documents at Exs. M-1 to M-5 go to show that MW-1 Nagaraj was issuing memoes, to the workman in the ordinary course of official business and that nothing can be attributed to him. The evidence of WW-2 Jayaram Shetty and WW-3 Padmakumar is on the point that MW-1 T. L. Nagaraj was himself at fault cannot be believed. WW-2 states that the first party workman had not put his attendance wrongly on any occasion. In para 11 he admits that he was not in the office on 14th November, 1981 when it was reported that the workman had changed the marking. WW-3 Padmakumar admits in para 8 of his evidence that he does not know what Ramappa used to do in the office, whenever he, Padmakumar used to be on duty in his lorry. The evidence of WW-2 and WW-3 is of no avail to establish that the conduct of MW-1 was not proper.

15. The evidence of MW-2 Nagaraj, the F.D.C. shows that a memo dated 12th April, 1981 was issued and that Ramanna had signed it at M-18(a). He further states that Ex. M-19 is the only to the same and that Ex. M-20 dated 13th November, 1981 and Ex. M-21 dated 19th November, 1981 are other explanations given by the first party workman. The muster roll Ex. M-22 shows that on 14-11-1981 there was

writing and re-writing in the attendance of WW-1 Ramappa. In para 8 of his evidence MW-2 states that on 14-11-1981 the workman Kamappa was absent and that he had like-wise marked him absent out that Kamappa had subsequently corrected it by putting his initials on the letter A. At present the marking at Ex. M-22 (a) shows letter A, but it also shows that there was over-writing of initials. In para 9 MW-2 further states that he first noticed about the said correction and tempering of the same and reported about it to MW-1. In para 10 he further states that then MW-1 made a further mark as A and he made the writing in red ink therein below to show that Ramappa was absent on that day. Ex. M-23 is the explanation given by MW-2, to MW-1 in that connection. Ex. M-24 is a copy of the memo given to MW-3 Manjunath, another FDC of the same office. Ex. M-26 is the explanation given by Manjunath. Ex. M-25 is another explanation given by MW-2 Nagaraj. Ex. M-28 is the representation given by the workman on 27-9-1982 and it was sent to the Assistant Engineer under letter Ex. M-27. In Ex. M-28 the workman has not made any allegation against MW-1, that he was falsely issuing memos to him. Ex. M-29 is another reply dated 28-11-1981 given by the workman to MW-1. From the said document also it cannot be made out that MW-1 forced the workmen, to give an explanation, which is not true. The evidence produced by the management thus proves that the workman had tried to defraud the management by putting his initials in the muster roll of 14-11-1981, though he was absent on that day and that it was an act of mis-conduct as shown above.

16. The learned counsel for the second party contended that after about four years the workman had raised the dispute and that in his letter dated 27-9-1982. Ex. M-29 he did not raise any dispute regarding his wrongful dismissal and thus he had no case. There is no limitation for raising the dispute and if the workman has not challenged the order of dismissal prior to Ex. M-28 or in Ex. M-29 it does not mean that he had lost his right to challenge the same.

17. The facts and circumstances of the case indicate that it is a fit case to invoke the provisions of section 11-A of the Industrial Disputes Act. The punishment of dismissal is highly disproportionate to the mis-conduct he had committed. The workman has been already un-employed since 3-1-1984. In para 12 of his evidence he swears that order dated 29-11-1982 was communicated to him only at the time of conciliation. The delay has been thus explained by him. The fact that on earlier occasions he has admitted about his lapses and has requested for being excused makes it evident that the present act of mis-conduct did not involve moral turpitude and that it was only a rash act. Secondly his mis-conduct is being proved only on the basis of circumstantial evidence. There is no eye witness to the effect that the workman had himself made the over-writing on the letter A already marked in the attendance register of 14-11-1982. At present Ex. M-22 (a) shows only the letter A written and re-written. Taking into account all these factors, I find that the proper punishment would be the loss of emoluments and un-employment for such a long period and that there need not be any other punishment. There is no reason as to why he should not be given continuity of service and other consequential benefits, except back wages.

18. In the result, an award is hereby passed to the effect that the management of the Mysore Minerals Limited was not justified in terminating the services of Sri K. M. Ramappa Supervisor, with effect from 3-1-1984 and that for the mis-conduct which has been proved by the management, the only punishment shall be his un-employment and loss of emoluments with effect from 3-1-1984 till the date of his reinstatement, which shall not be later than 30 days from the date of the present award coming into effect. The said punishment shall be recorded in his service record. The management shall give him all the consequential benefits without payment of back wages for the said period.

(Dictated to the Secretary taken down by him and got typed and corrected by me)

B. N. LALGE, Presiding Officer
[No. I-29012/36/85-D.III (B)]

का.आ. 92.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, वेल्डर्न कोलफील्ड्स लि. की शिवपुरी ओपनकास्ट खानों हाकधर परासिया जिला छिन्दवाड़ा म.पो.के प्रबंधन से सम्बद्ध नियोज्जा और उनके कर्मकारों के बीच, अनुबंध में निर्विष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-12-87 को प्राप्त हुआ था।

S.O. 92.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur, as shown in the Annexure in relation to the management of Shivpuri Opencast Mines of W.C.L., P.O. Parasia, District, Chhindwara (M.P.), and their workmen, which was received by the Central Government on the 15-12-1987.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL
CUM LABOUR COURT, JABALPUR

Case No. CGIT/LC(R)(105)/87

PARTIES:

Employers in relation to the management of Shivpuri Open Cast Mines of W.C.L., Pench Area P.O. PARASIA, District—Chhindwara and their workman Shri Vijay Kumar, Operator represented through the President, B.K.K.M.S. (B.M.S.), P.O. Chandametta, District—Chhindwara (M.P.).

APPEARANCES:

For the Management—Shri P. S. Nair, Advocate.

For the Union—Shri Sheobaran Singh, President, B.K.K.M.S. (BMS).

INDUSTRY : Coal Mines DISTRICT : Chhindwara (M.P.)

AWARD

Dated the 2nd December, 1987

The Central Government in exercise of its powers under Section 10 of the Industrial Disputes, Act, 1947, referred the following dispute for adjudication vide Notification No. L-21012/20/86-D.III(B), dated the 2nd July, 1987:

"Whether the action of the management of W.C.L. Pench Area, Parasia, in dismissing Shri Vijay Kumar Operator, Shivpuri Opencast Mines from service vide order dated 6-5-1984 is justified? If not, to what relief the workman concerned is entitled?"

This case was registered on 20th July, 1987. Thereafter parties took several adjournments on one or other grounds. Parties have filed settlement before me which is duly verified and accepted on behalf of both the parties.

I have gone through the settlement and I find that the settlement is mutual just and fair and in the interest of the workman.

I therefore, pass award in terms of the settlement which are as follows:—

1. It is agreed by the management that Shri Vijay Kumar Ex-Operator will be re-employed on the wages, he was getting prior to his dismissal with the consequential fitment under NCWA-III.
2. Since he was dismissed on the basis of proved mis-conduct the period of non-employment from 6-5-84 to the date of his joining will be treated as Dies-non with the continuity for the purpose of Gratuity and

Seniority only provided he maintains good conduct for the period of one year from the date of resumption of his duties.

3. He will report for duty to the General Manager, Wardha Valley Area within a month from the date of signing the settlement.
4. The Union agrees to give up all other claims/benefits and accept the above terms as full and final settlement and shall not claim any other benefit in respect of the matter in dispute.
5. This settlement shall not be treated as a precedent in any other case.

V. S. YAVAD, Presiding Officer

[No. L-21012/20/86-D. III(B)]

Dated : 2-12-1987.

का.आ. 93.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जी.एम. डी.सी. खनिज भवन-आश्रम रोड, अहमदाबाद के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में औद्योगिक अधिकरण अहमदाबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-12-67 को प्राप्त हुआ था।

S.O. 93.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Ahmedabad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of G.M.D.C., Khanij Bhavan, Ashram Road, Ahmedabad and their workmen, which was received by the Central Government on the 14-12-1987.

BEFORE SHRI S. J. SHETH, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT AHMEDABAD

Reference (ITC) No. 38 of 1987

Adjudication

BETWEEN

Gujarat Mineral Development Corporation,
Khanij Bhavan,
Ashram Road,
Ahmedabad.

AND

Their workmen employed under it.

In the matter whether the management of Gujarat Mineral Development Corporation is justified in terminating the services of S/Shri Gulambhai Kesarbhai, Gajendrasingh Bhanwarbhai, Maruti—Mohammedbhai, Khushalbhai Karir, drivers engaged in their Kadipani Flourspar Mines? If not, what relief they are entitled to?

STATE : Gujarat INDUSTRY : Mineral Ahmedabad
AWARD

By an order No. L-29011/42/86-D. III(B) dated 25-6-87, the Desk Officer, Government of India, Ministry of Labour, New Delhi in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, has referred the dispute between Gujarat Mineral Development Corporation, Ahmedabad and their workmen to this Tribunal for adjudication. As per the schedule, the industrial dispute is as under :

"Whether the management of Gujarat Mineral Development Corporation is justified in terminating the services of S/Shri Gulambhai Kesarbhai, Gajendrasingh Bhanwarbhai, Maruti Mohammedbhai, Khushalbhai Karir, drivers engaged in their Kadipani Flourspar Mines? If not, what relief they are entitled to?"

2. A notification is issued to both the Gujarat Mineral Development Corporation and Bharatiya Mazdoor Sangh, which is a sponsoring union (hereinafter referred to as 'the Union'), but the Union has not cared to file its statement of claim in spite of several reminders. Twice notices under Regd. A.D. have been sent to the Union, but it has not cared to appear nor it has cared to supply us of addresses of the concerned workmen. It thus appears that the Union is not interested in proceeding with the matter further. I have, therefore, no alternative, but to reject the reference and hence I pass the following order :

ORDER

The reference is rejected for want of prosecution on the part of the Union. No order as to costs.

Sd/-

G. J. DAVE, Secy.

Ahmedabad, 30th November, 1987.

S. J. SHETH, Presiding Officer

[No. L-29011/42/86-D. III(B)]

V. K. SHARMA, Desk Officer

नई दिल्ली 21 दिसम्बर, 1987

का० आ० 94.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारतीय जीवन बीमा निगम के प्रबंधन के विरुद्ध श्री भुवन चंद पप्नोई द्वारा उक्त अधिनियम की धारा 33क के अधीन दायर की गई शिकायत के संबंध में अनुबंध में दर्शाए गए केन्द्रीय सरकार औद्योगिक अधिकरण सं० 1, बम्बई, के पंचाट को प्रकाशित करती है, कि जो केन्द्रीय सरकार को 15 दिसम्बर, 1987 को प्राप्त हुआ था।

New Delhi, the 21st December, 1987

S.O. 94.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 1, Bombay, as shown in the annexure in respect of complaint under section 33A of the said Act filed by Shri Bhuwan Chand Papnoi, against the management of Life Insurance Corporation of India, which was received by the Central Government on the 15th December, 1987.

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL
AT BOMBAY

Complaint No. NTB-41 of 1986

(Arising out of Ref. No. NTB-1 of 1985)

PARTIES:

Shri Bhuwan Chand Papnoi,
S/o Shri Hari Dat, 26-A,
Ashok Vihar, Gopal Pura, Jaipur. ...Complainant.

V/s.

Life Insurance Corporation of India,
through the Sr. Divisional Manager,
Jeevan Prakash, Bhawani Singh Marg,
Jaipur 302005. ...Opposite Party.

APPEARANCES:

For the Management: Mr. Shah, Senior Counsel along with Mr. Much, Advocate.

For the Workman: Mr. Kathuria, Joint Secretary of the Federation.

INDUSTRY: Insurance.

STATE: Rajasthan.
Camp: Ahmedabad.

Ahmedabad, the 23rd day of September, 1987

AWARD

The complainant Shri Bhuwan Chand Papnoi filed this complaint against the Life Insurance Corporation of India, Jaipur under S. 33A of the Industrial Disputes Act on the ground that he was discharged from service of the Life Insurance Corporation of India in contravention of S. 33 during the pendency of NTB reference No. NTB-1 of 1985.

2. According to him, he was working as sub-staff on temporary basis since April, 1985 in the Jaipur, Divisional Office of the Life Insurance Corporation of India, though no letter of appointment was given to him and no attendance was noted in any attendance register. But he was discharged from service at the end of December, 1985 during the pendency of NRB-1 of 1985 without obtaining approval for the said action from the National Industrial Tribunal, before whom the said reference was pending. According to the workman he was discharged from the service because he had filed his affidavit on behalf of the union in reference NTB-1 of 1985 and hence the action of the management was in violation of S. 25(T) of the Industrial Disputes Act and also amounted to unfair labour practice, within the meaning of Item No. 11 of the Fifth Schedule of the Industrial Disputes Act. It is also his case that he was discharged from service in contravention of the undertaking given by the Corporation to the National Tribunal in Complaint No. NTB-5 of 1985 that as far as possible, where an employee is appointed from amongst the badli, temporary or part-time workmen against a vacancy, he will be continued as long as that vacancy continued.

3. The Corporation denied that the Complainant was employed as a temporary sub-staff since April, 1985 and maintained that the complainant had not worked in the months of April and May, 1985, and was employed from June, 1985 onwards till December, 1985. The Corporation also denied that the Complainant was either discharged or dismissed, much less for filing an affidavit before the National Tribunal. The Corporation stated that the Complainant was a temporary worker engaged occasionally and has no right to work in any post as assumed by him. The Corporation further contended that the complainant has no locus standi to file the complaint in as much as the complainant was not a concerned workman in National Tribunal Reference No. NTB-1 of 1985 pending before the National Tribunal. The Corporation also maintained that there was no contravention of S. 33 of the I.D. Act and hence the complaint itself is not maintainable.

4. No oral evidence was led by the parties in support of their rival contentions. The complainant has accepted as correct the particulars in para 8 of the written statement of the Corporation relating to his employment in the year 1985 and also the recitals in the letter Exhibit F-2.

5. The recitals in these documents substantiate the contention of the Corporation that the workman was employed as a temporary sub-staff for the first time in June, 1985, during which month he worked for only 11 days. The workman has not placed any material on record to show that he was employed by the Corporation in April and May, 1985. But that does not mean that the workman was not concerned in the dispute that was pending before the National Tribunal. The dispute pending before the National Tribunal related to confirmation of sub-staff employed as temporary, badli or part-time employees. The complainant would have been bound by the award passed by the National Tribunal in the said reference and hence even though the complainant was employed subsequent to this reference, he was a workman concerned in the dispute pending before the National Tribunal. In *New India Motors (Private) Ltd., and Morris (K.T.)* reported in 1960-K-LLJ p. 551, the Supreme Court considered

the question whether the expression 'workman concerned in the dispute' includes only the workmen who are directly concerned with the dispute in question or all the workman on whose behalf the dispute has been raised as well as those who would be bound by the award which may be made in the said dispute. Analysing the definition of 'workman' given in S. 2(a) and the provisions of S. 18 of the Industrial Disputes Act, the Supreme Court observed as follows after quoting Sub-section 3 of s. 18 of the I.D. Act—

"It is thus clear that the award passed in an industrial dispute raised even by a minority union binds not only the parties to the dispute but all employees in the establishment or part of the establishment, as the case may be, at the date of the dispute and even those who may join the establishment or part subsequently. Thus the circle of persons bound by the award is very much wider than the parties to the industrial dispute."

6. In the next paragraph, their Lordships laid down the rationale behind this conclusion:—

"During the pendency of an industrial dispute status quo should be maintained and no further element of discord should be introduced. That being the object of S. 33, the narrow construction of the material words used in S. 33(1)(a) would tend to defeat the object. If it is held that the workmen concerned in the dispute are only those who are directly or immediately concerned with the dispute, it would leave liberty to the employer to alter the terms and conditions of the remaining workmen and that would inevitably introduce further complications which it is intended to avoid."

Their Lordships further observed in the next paragraph that "this construction is harmonious with the definition prescribed by S.2(a) and with the provisions contained in S. 18 of the Act."

7. It is difficult to accept the contention of the Corporation that the services of the complainant were not terminated; that he was neither discharged nor dismissed from service and that he being a temporary sub-staff, he had no right either to work or to any post. It is an admitted position that the workman was in the employment from June, 1985. He was not employed since the end of December, 1985 during which he worked for 124 days. This action of the Corporation in shutting out the workman does amount to termination of service.

8. It is contended that as this action was taken during the pendency of reference No. NTB-1 of 1985 without approval of the National Tribunal before whom the reference was pending, S. 33 of the Industrial Disputes Act was contravened by the Corporation.

9. S.33-A under which this complaint is filed lays down that "Where an employer contravenes the provisions of section 33 during the pendency of proceedings before a conciliation officer, Board an arbitrator, a Labour Court, Tribunal or National Tribunal, any employee aggrieved by such contravention, may make a complaint in writing in the prescribed manner—

- (a) to such conciliation officer or Board, and the conciliation or Board shall take such complaint into account in mediating in and promoting the settlement of, such industrial dispute; and
- (b) to such arbitrator, Labour, Court, Tribunal or National Tribunal and on receipt of such complaint, the arbitrator, Labour Court, Tribunal of National Tribunal, as the case may be, shall adjudicate upon the complaint as if it were a dispute referred to or pending before it, in accordance with the provisions of this Act and shall submit his or its award to the appropriate Government and the provisions of this Act shall apply accordingly."

10. A complaint under S. 33A therefore contemplates contravention of provisions of S. 33 by the employer during the pendency of proceedings before a conciliation officer, Board, arbitrator, Labour Court, Tribunal or National Tribunal.

11. S.33(1) prevents an employer from altering to the prejudice of the workman concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceedings in regard to any matter connected with the dispute, or to discharge or punish whether by dismissal or otherwise any workman concerned in such dispute for any misconduct connected with the dispute, without the express permission in writing of the authority, before which such proceeding is pending. This provision is not attracted as there was neither any alteration in the conditions of service of the complainant in regard to any matter connected with the dispute, nor was the workman discharged or punished whether by dismissal or otherwise for any misconduct connected with the dispute. Sub-section 2 which is relevant reads as follows :—

“(2) During the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with the standing orders applicable to a workman concerned in such dispute or where there are no such standing orders, in accordance with the terms of the contract, whether express or implied, between him and the workman,—

(a) alter, in regard to any matter not connected with the dispute, the conditions of service applicable to that workman immediately before the commencement of such proceeding; or

(b) for any misconduct not connected with the dispute, discharge or punish, whether by dismissal or otherwise, that workman :

Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.”

12. Clause (a) of sub-section 2 is not attracted because there was no alteration in the conditions of service applicable to the complainant immediately before the commencement of such proceeding because, as mentioned above, the workman was employed after the reference was made. Clause (b) which is governed by the proviso contemplates that no workman shall be discharged or punished whether by dismissal or otherwise during the pendency of any proceeding in respect of an industrial dispute, unless he is paid wages for one month and an application is made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer. Admittedly, the reference was pending when the workman's services were terminated, but no application as contemplated by the proviso was made to the National Tribunal for approval of the said action of the Corporation. But as rightly contended by Shri Shah for the Corporation, discharge or punishment whether by dismissal or otherwise must be for some misconduct. A discharge pure and simple even assuming that it is wrongful, does not attract the proviso to clause (b) of sub-section (2) and hence the Corporation cannot be said to have contravened sub-section 2 of Section 33 on account of failure to apply to the National Tribunal for approval of the action.

13. In the case between Air India Corporation, Bombay and V. A. Rebellow and another, reported in 1972 1 LLJ p. 501, the Supreme Court held that discharge for bonafide loss of confidence is immune from challenge under S. 33A of the Industrial Disputes Act on the ground that S.33 of the Act was contravened.

14. In the case between Mahendra Singh Dhantwal and Hindustan Motors Ltd. and others, reported in 1976 11 LLJ p. 259, the Supreme Court reviewed the whole position in respect of interpretation of S. 33(2)(b) of the I.D. Act read with S. 33A of the I.D. Act and held that :—

“We have no doubt in our mind that S. 33(2)(b) makes it obligatory upon the employer to make an application to the Tribunal under the proviso only when he discharges or dismisses a workman, for misconduct.”

Their Lordships went on to observe further in paragraph 24 of the judgement as under :—

“Termination simpliciter or automatic termination of service under the conditions of service or under the standing orders is outside the scope of S.33 of the Act. This does not mean that the employer has the last word about the termination of service of an employee and can get away with it by describing it to be a simple termination in his letter of discharge addressed to the employee. It is also not a correct proposition of law that in case of a complaint under S.33A the Tribunal would be debarred from going into the question whether, notwithstanding the form of the order, in substance, it is an action of dismissal for misconduct and not termination simpliciter.”

15. In the present case, it is the case of the workman that he was discharged from service because he filed an affidavit on behalf of the union in the reference No. NTS-1 of 1985, which was pending before the National Industrial Tribunal at that time. According to him, the action of the management against him was a punitive action and an unfair labour practice within the meaning of item 11 of the Fifth Schedule of the Industrial Disputes Act, 1947. Item 11 of the Fifth Schedule of the Act reads as follows :—

“To discharge or discriminate against any workman for filing charges or testifying against an employer in any enquiry or proceeding relating to an industrial dispute.”

16. However, the contention of the workman in this behalf is without any foundation, because, admittedly, he was discharged with effect from the end of December, 1985 and the affidavit, which according to him enraged the management was filed by him on 27th February, 1986. It cannot therefore be said that the management discharged him by way of punitive action for filing an affidavit in support of the union in a pending reference.

17. It will also be seen from the Statement filed by the complainant himself that the complainant was not the only workman who was not given any work from January, 1986. The question whether the action of not giving work to the complainant and terminating his service was legal or not has no relevance for the purpose of determining whether the workman was discharged for any misconduct enumerated in the standing orders or otherwise. Hence it has to be held that there was no contravention of S. 33(2) of the Industrial Disputes Act and hence S.23 is not attracted. The result therefore is that the Complaint has to be dismissed.

18. The complaint is therefore dismissed with no order as to costs.

M. S. JAMDAR, Presiding Officer
[No. L-20025/4/87-D IV(A)]

का० आ० 95:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मेसर्स कन्जी जादवजी एण्ड कम्पनी के प्रबन्धन से सम्बन्धित नियोजकों और उनके कर्मचारों के बीच अनुबन्ध में विनिर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15 दिसम्बर 1987 को प्राप्त हुआ था।

S.O. 95.—In pursuance of the section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Ahmedabad, as shown in the Annexure in the Industrial Disputes between the employers in relation to the management of M/s. Kanji Jadauji and Company and their workmen, which was received by the Central Government on the 15-12-87.

BEFORE SHRI G. S. BAROT, PRESIDING OFFICER,
INDUSTRIAL TRIBUNAL (CENTRAL), AT
AHMEDABAD

Reference (ITC) No. 1 of 1977

Adjudication,

BETWEEN

The management of Messrs. Kanji Jadavji and Company,
Bombay,

AND

Their Workmen.

In the matter of the workmen's demand for grant of scales of pay as recommended by the Wage Board for Port and Dock Workers for identical categories of employees, etc.,

APPEARANCES .

Shri A. R. Mulani—for the employer.

Shri V. Premchand—for the workmen.

AWARD

The Central Government, vide their Order No. L-37012/ (1)/77-D.IV(A) dated 27-4-1977 constituted an Industrial Tribunal, with the Presiding Officer of the State Industrial Tribunal at Ahmedabad, as its Presiding Officer, and referred the following dispute for adjudication :—

"Whether the demand for grant of scales of pay as recommended by the Wage Board for Port and Dock workers for identical categories of employees, in respect of Sarvasri D. R. Raval, Senior Assistant, Hiralal G. Pandya, Dock Clerk and Lakhamshi, Cashier, employed by Messrs. Kanji Jadavji and Company, Shipping Agents at Kandla Port, is justified ? If so, with effect from what date should such scale of pay be made applicable to them? To what other relief, if any, are these workmen entitled ?"

It appears that in this matter, the Learned Industrial Tribunal, Shri R. C. Israni, made an ex-parte Award on 20-6-1980. However, before that award could become enforceable, the employer viz., Messrs Kanji Jadhavji and Company (to be referred hereafter as "the employer company") made an application for setting aside the said ex-parte order and for restoration of the reference on file. This application came up for hearing before the undersigned. The parties were heard on this application when the other side stated that it had no objection to the reference being restored on file. Orders were, therefore, passed setting aside the Award dated 20-6-1980 and restoring the reference on file.

2. It appears that the ex-parte award was made by the Learned Tribunal Shri Israni in terms of the proposals given by the duly authorised advocate appearing on behalf of the employer company, which were accepted on behalf of the union appearing for the workmen. However, it is now explained that the said proposals were subject to the approval of the management of the employer company and the Learned Tribunal had, therefore, issued notices to the parties in order to determine whether the management approved the proposals. But, for some reasons, the learned advocate for the employer company could not attend on the specified date and also thereafter on the adjourned date and so the ex-parte Award came to be made.

3. Now the parties have made submissions both on the preliminary point raised by the employer company and also on merits.

4. The preliminary point raised on behalf of the employer company in the very beginning through its written statement before Shri Israni and also now before me, is that the present reference made by the Central Government is incompetent and not maintainable inasmuch as the Central Government is not the "appropriate Government" within

the meaning of Sec. 2(a) of the Industrial Disputes Act, 1947. As this preliminary point goes to the root of the matter, I shall decide it first.

5. The present reference has been made under Sec. 10(1)(d) of the Industrial Disputes Act, 1947.

The relevant portion of Sec. 10 is reproduced below :—

"10. Reference of disputes to Boards, Courts or Tribunals (1) Where the appropriate Government is of opinion that any industrial dispute exists or is apprehended, it may at any time, by order in writing—

XX XX XX XX XX XX

(d) refer the dispute or any matter appearing to be connected with, or relevant to, the dispute, whether it relates to any matter specified in the Second Schedule or the Third Schedule, to a Tribunal for adjudication :"

XX XX XX XX XX XX

Now "appropriate Government" has been defined in Sec. 2(a) (i) and (ii) as under :—

"(a) "appropriate Government" means—

(i) in relation to any Industrial Disputes concerning any industry carried on by or under the authority of the Central Government or ** * * * *
in relation to an industrial dispute concerning a Dock Labour Board established under Sec. 5-A of the Dock Workers (Regulation of employment) Act, 1948 (9 of 1948), * * * * *
or a major port, the Central Government, and

(ii) in relation to any other Industrial Dispute, the State Government".

Now, the workmen concerned on whose behalf the dispute has been raised, are, admittedly, employed by Messrs Kanji Jadavji and Company at Kandla Port and the demand regarding scales of pay has been based by the union on the allegation that these workmen are the dock or port workers. Looking to the definition of the term "appropriate Government" reproduced above, the Central Government would be the "appropriate Government" if the industrial dispute is concerning a Dock Labour Board established under Sec. 5A of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948). We shall, therefore, have to see if the dispute in the present case is concerning such a Dock Labour Board. Under Sec. 5A of the Dock Workers (Regulation of Employment) Act, 1948, a Dock Labour Board is established by the Central Government for a port or group of ports. Then Sec. 5B of the said Act says that the Board shall be responsible for administering the scheme for the ports or group of ports for which it has been established. Provision for making such a scheme has been made in Sec. 3 of the said Act. Sub-sections (2) of Sec. 3 says as under:—

"(2) in particular, a scheme may provide:—

(a) for the application of the scheme to such class of dock workers and employers as may be specified therein,

Now, a "dock worker" has been defined in Sec. 2(b) of that Act as under :—

"dock worker" means a person employed or to be employed in or in the vicinity of, any port on work in connection with the loading, unloading, movement or storage of cargoes or work in connection with the preparation of ships or other vessels for the receipt or discharge of cargoes or leaving port".

The question would be whether the workmen concerned in the present reference are "dock workers" as defined above. It is the case of the employer company that it did not hold the Customs House Agents Licence when the present reference was made. The employer company had requested summons to be issued to the Asstt. Collector of Customs,

Kandla, in this connection. Accordingly, the necessary summons were issued and Shri Mulchand Ramchandra, the Customs Officer was examined (Ex. 24). He has deposed that the employer company was a Clearing Agent but its licence for the same was cancelled on 31st October, 1974, after which it was never renewed. He has further deposed that a person who does not hold such a licence cannot work as a Clearing Agent. He has also produced a xerox copy of a letter dated 31-10-1974 from the Collector of Customs refusing to renew the licence. It is therefore proved that the employer company was not a Custom House Agent on the date (viz. 27-4-1977) when the present reference was made. It could not therefore handle loading, unloading or the work in connection with the preparation of ships or other vessels for the receipt or discharge of cargoes. When this is so, the workmen employed by the employer company cannot be said to be "dock workers" within the meaning of Sec. 2(b) of the Dock Workers (Regulation of Employment) Act, 1948. When they are not "dock workers", the dispute raised by them cannot be said to be an Industrial Dispute concerning a Dock Labour Board, and when that is so, the Central Government would not be the appropriate Government to make the present reference.

6. Shri V. Premchand has argued that the workmen concerned were engaged in the work concerning a major port and as such the Central Government would be the appropriate Government. However, as deposed by the Custom Officer, when the employer company is not a licensed Customs House Agent, it is not authorised to handle loading, unloading, etc. work and as such the employer company cannot be said to be engaged in work concerning a major port. Therefore, on that count also, the Central Government will not be the appropriate Government. Then Sec. 2(a)(ii) of the Industrial Disputes Act says clearly that in relation to any other Industrial Dispute, the State Government would be the appropriate Government. Thus, in the present dispute the State Government would be the appropriate Government and not the Central Government. Consequently, the present reference made by the Central Government is incompetent. When the reference itself is incompetent, I have no jurisdiction to adjudicate upon the dispute covered by the present reference. In that view of the matter the present reference stands disposed of. No order as to costs.

Ahmedabad.

Dated 24th November, 1987.

G. S. BAROT, Presiding Officer
[No. L-37012/(1)/77-D.IV(A)]

नई दिल्ली, 23 दिसम्बर, 1987

का० आ० 96:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, बनारस स्टेट बैंक लि०, के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो, केन्द्रीय सरकार को 14 दिसम्बर, 1987 को प्राप्त हुआ था।

New Delhi, the 23rd December, 1987

S.O. 96.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Central Government Industrial Tribunal, Kanpur, as shown in the Annexure in the Industrial Dispute between the employers in relation to the Benaras State Bank Ltd., and their workmen, which was received by the Central Government on the 14-12-1987.

BEFORE SRI ARIAN DEV. PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT KANPUR

I.D. Nos. 267/85, 268/85 and 32/86

In the matter of disputes between :

The Assistant General Secretary All India Benaras State
Bank Employees Union B/19 Assi Varanasi.

AND

Deputy General Manager The Benaras State Bank Limited
Head Office D-51/1 Luxa Road, Varanasi.

REFERENCE NOS. :

L-12012/76/84-D.IV (A) dated 1-11-85 In Industrial
Dispute No. 267/85.

L-12012/75/84-D.IV (A) dated Nil In I.D. No. 268/85

L-12012/29 85-D.IV (A) dated 4-2-86 In I. D. No.
32 of 1986.

AWARD

1. Industrial Dispute No. 267 of 85 has arisen out of the following reference made by the Central Government, Ministry of Labour vide its Notification No. L-12012/76/84-D.IV (A) dated 1-11-85 for adjudication to this Tribunal :—

Whether the action of the management of Benaras State Bank Ltd. in utilising the services of Sri Kulwant Singh w.e.f. 12-3-73 to 30-7-75 and later appointing him on probation w.e.f. 18-8-75 without giving any benefit of past services is justified? If not, to what relief the employee concerned is entitled?

2. Industrial Dispute No. 268/85, has arisen out of the following reference made by the Central Government, Ministry of Labour, vide its Notification No. L-12012/75/84-D.IV (A) dated nil for adjudication to this Tribunal :—

Whether the action of the management of Benaras State Bank Ltd. in subjecting Shri Shiv Nath Dass Nagar, Rajdeo Mishra, Jyoti Shanker Mishra, Satish Chandra Agrawal, Dulare Lal Gupta and Anant Lal, to written tests and interview on 30-1-72 and 18-9-72 and not giving them permanent appointment and instead giving them permanent appointment in 1976 without giving benefits of temporary service rendered by them is justified? If not, to what relief the employees concerned are entitled?

3. Industrial Dispute No. 32/86 has arisen out of the following reference made by the Central Government, Ministry of Labour vide its Notification No. L-12012/29/85-D.IV (A) dated 4-2-86 :

Whether the action of the management of Benaras State Bank Ltd. in not granting seniority to Sri Sharda Prasad Mishra-II w.e.f. the date of his initial appointment i.e. 15-3-71, is correct and justified? If not to what relief is the workman concerned entitled?

4. These 3 cases were consolidated by my learned predecessor Shri R. P. Srivastava by his order dated 2-1-87, passed in I.D. No. 267 of 1985. He made I.D. No. 267 of 85 as leading case, workmen, namely S/Sri Jyoti Shanker Mishra and Anant Lal are represented by Sri V. N. Sekhari and the rest of the workmen namely S/Sri Kulwant Singh Shiv Dass Nagar, Rajdeo Mishra, Satish Chandra Agarwal, and Dulare Lal Gupta are represented by the workmen Sri Rajdeo Mishra. Previously Sri Rajdeo Mishra also represented S/Sri Jyoti Shanker Mishra and Anant Lal.

5. From the ordersheet of all the 3 connected cases it appears that in each of these cases on 14-8-86 management moved an application bearing the date 21-7-86 for giving award in terms of the settlement alleging that the cases of the workmen stated settled vide a comprehensive settlement dated July 4, 1986. Reference was made to paras 16 and 17 of the said settlement which are as follows :—

Para-16.

Employees absorbed in the permanent service of the bank in clerical cadre before the settlement dated 20-10-78 shall be given one additional increment, w.e.f. 1-1-86, for their past temporary services of 240 days in 12 consecutive months and beyond that one more increment w.e.f. 1-1-86 to persons worked for 500 days or more in temporary services. However, the above increments will not make them entitled for any benefit of seniority in service or for any other benefit whatsoever in lieu of their past temporary service.

Para-17.

That the settlement fully resolves all such disputes regarding past temporary services of all permanent employees of the bank.

6. On 24-9-86, in each of these three cases Sri Rajdeo Mishra on behalf of himself and on behalf of other workmen filed objection against the said application dated 21-7-86 of the management. He pleaded that All India Benaras State Bank Employees (hereinafter referred to as Union) did not enter into any such settlement with the management bank on 4-7-86, as alleged by the management. It was further pleaded by him that of course the union entered into a de-hors settlement on 5-7-86, with the Benaras State Bank Limited (hereinafter referred to as the bank) for permanent absorption in the services of the bank of those workmen who had worked in the bank as temporary employees in clerical/subordinate cadre and also for incremental benefits to such employees absorbed in the services of the bank on the basis of their temporary services prior to settlement dated 20-10-78. The settlement signed by the representatives of the Union had been repudiated by him on 28-8-86, by his letter dated 28-7-86, on grounds of fraud, misrepresentation undue influence and mischief. Thus there being no valid settlement with regard to the subject matter of dispute, the application of the management dated 21-7-86, filed on 14-8-86, was liable to be rejected.

7. It appears from the order sheet dated 2-12-86, of I. D. No. 268 of 85, that Sri Sekhari, did not object to the said settlement. He gave the statement that he had not to lead any oral evidence in the case as he did not dispute the agreement and that the services of the workmen represented by him were temporary.

8. On 2-12-86, from the side of the management an application was moved with the prayer that proper orders be passed on the management's application dated 21-7-86, and the cases be decided in terms of the settlement instead of entering into the merit of the case. This was objected to by Sri Rajdeo Mishra, on his own behalf and on behalf of the other workmen represented by him. My learned predecessor rejected the management's application with the observation that the question raised by the management through application dated 21-7-86 would be kept open and would be decided alongwith whole case. Feeling aggrieved by said order the management filed Civil Misc. Writ in the Hon'ble High Court at Allahabad. The Hon'ble High Court by its order dated 18-12-86, set aside the order dated 2-12-86, of my learned predecessor and sent back the case to this Tribunal with the direction to decide the management's application dated 21-7-86, first before taking up the case on merits. After the passing of the order of the Hon'ble High Court in connection with the disposal of management's application dated 21-7-86, management filed affidavit dated 13-2-87 of Sri O. P. Srivastava, Assistant General Manager (P), of the bank and the workman filed the affidavit of Sri Rajdeo Mishra. Both the witnesses were cross examined by the opposite party. A number of documents were also filed by both the parties.

9. It has been argued by Sardar Amreek Singh, representative for the management that the settlement which also covers the dispute raised in all these three cases was reached between the bank and the union representatives on 4-7-86, and there had been no fraud, misrepresentative, mischief or exercise of undue influence from the side of the management in arriving at the said settlement as has been placed by the workmen in their objection filed on 24-9-86. Whereas the office bearers of the union signed the settlement on 4-7-86, Sri Rajdeo Mishra was simply a member of the Central Committee of the union and whose name appeared on the settlement being about on 4-7-86, was made to sign the settlement on 5-7-86 on his request. He submits that the settlement has also been acted upon.

10. Sardar Amreek Singh, submits that in para 3 of his affidavit the management witness Sri O. P. Srivastava, AGM (P) of the bank has admitted the existence of the two unions of employees operating the bank. One is known as All India Benaras State Bank Employees Union and the second is known as All India Benaras State Bank Staff Association (hereinafter referred to as Association). On 7-4-86, Sri M. N. Upadhyaya, General Secretary, of the former wrote a letter to the Chief Manager Personnel of the Bank inviting his attention to a number of pending issues for discussion between the union and the management. Ext 6 is the photostat copy of the said letter which has been admitted by Sri Rajdeo Mishra in his cross-examination. The notice referred to at serial no 2 of the letter relates to benefits of the temporary

employees existing/working in the bank in permanent capacity, those who have worked temporarily in the bank but are out of job and Agents Laghu Bhat Yoyana. According to Sri Srivastava, the Association also had given a similar demand notice to the bank. Sri Srivastava has further deposed in para 6 of his affidavit that on or about July 1, 1986, the bank arrived at an amicable settlement and the draft agreement was drawn out and exchanged between the bank and the union and also between the bank and association. Annexure A to the affidavit of Sri Srivastava is the letter dated 1-7-86 from Sri Srivastava to the General Secretary of the union by means of which he made a request to the General Secretary to meet him on July 3, 1986 or finalisation of the agreement. In the letter reference of the discussion which has also taken place between the parties on draft exchanged between them on the issue of the absorption of temporary employees was also made.

11. In para 7 of his affidavit Sri Srivastava has deposed that from the receipt of the said letter (copy annexure A) Sri M. N. Upadhyaya, the then General Secretary of the union wrote him a letter (copy annexure B) requesting that July 4, 1986, to be fixed for finalisation of the settlement instead of July 3, 1986. It was stated in the said letter that he would be busy in AIC(C), Allahabad. Then in para 8 of his affidavit Sri Srivastava, has deposed that on July 4, 1986, the settlement arrived at between the parties was signed by S/Sri K. S. Pandey, M. N. Upadhyaya, R. S. Arora, Y. S. Yyas, R. Kapoor Amar Nath Jauhari, and L. K. Tiwari, in the capacity as President, General Secretary, Deputy General Secretary, Treasurer, Secretary, Asst. General Secretary and Office Secretary respectively. He has further deposed that Sri Rajdeo Mishra, who was simply a member of executive of the union but whose name appeared in the agreement being not available on July 4, 1986, it was not felt necessary that he should also signed the settlement. However, when on the morning of July 5, 1986 Sri Rajdeo Mishra appeared and approached the management with the request to sign it, he was also allowed to sign it. A similar agreement was arrived at between the bank and association on July 4, 1986 vide facts stated by Sri Srivastava, in para 10 of his affidavit.

12. Sardar Amreek Singh further submits that the facts that the settlement was actually executed and signed by the parties concerned on July 4, 1986 is further born out from Annexure C to the affidavit of Sri Srivastava. It is the photostat copy of the letter dated 5-7-1986 from Sri M. N. Upadhyaya, General Secretary of the union to the General Manager of the Bank. After the word "Dear Sir" there appear the subject concerning which the letter was written. It reads as follows:

"Agreement dated 4-7-86, on temporary employees". From the letter it will appear that Sri Upadhyaya simply invited the attention of the General Manager about the clauses 8 and 10 of the said settlement dated 4-7-86 which according to him referred to different attitudes having been adopted on the same subjects. In the concluding paragraphs of the said letter he was requested for fixing an industrial relation meeting at the earliest observing that the agreement was signed in mutual interest. This letter is referred to by Sri Srivastava in para 11 of his affidavit.

13. The other documents referred to by Sri Amreek Singh are Ext. M1 and Annexure DEF to the affidavit of Sri Srivastava. Ext. M-1 is the photostat copy of the application moved before this Tribunal by the Bank and the Deputy General Secretary of the union in adjudication No. L-12012/97/85-DIV(A) dated 12-6-86, between Santosh Kumar Chaturvedi and the management of the Bank to give the award in terms of the settlement enclosed. In the application it is written that parties had entered into an amicable settlement on July 11, 1986, and have resolved the dispute mutually. The application was signed by Sri O. P. Srivastava, AGM(P), on behalf of the management and by Sri B. S. Saxena, Deputy General Secretary, on behalf of the Union. Ext. M-3 is the photostat copy of the settlement which was filed alongwith the said application. Para 5 of the said settlement under the heading short recital of the case is quite important. It reads as under:—

Whereas after protracted discussions all the concerned parties feel that in the interest of industrial harmony the case of Sri Chaturvedi be also resolved

mutually keeping in view the settlement signed on 4-7-86 in between the parties in regard to absorption of the Temporary Employees of the Bank.

Both these papers have been filed by the workman in I.D. Case No. 267 of 1985.

14. Annexure D to the affidavit of Sri Srivastava, is the photostat copy of the letter dt. 26-11-86 from the Chief Manager Personnel of the Bank to Sri Ravinder Kapoor Secretary of the Union. The heading of the letter reads as "Increment in terms of settlement dt. 4-7-86". The Chief Manager Personnel with reference to Sri Kapoor's application dated 22-8-86, informed him that he was entitled for one increment w.e.f. 1-1-86, in the clerical pay scale and that his basic pay stood at Rs. 1125 as on 1-1-86 in pursuance of settlement dt. 4-7-86 between the bank and the major union operating in the bank. It appears therefore, that even the Secretary of the Union acted upon the settlement and took benefit of it.

15. Annexure E and F are the two lists of candidates one of sub-staff candidates and the other of candidates in the clerical cadre prepared by the management in terms of settlement dated 4-7-86. It appears from documents WS 18 and WS 19 filed by workmen with their list dated 21-1-87, that even Sri Amarnath Asstt. General Secretary of the union took benefit on the basis of settlement dated 4-7-86. Document WS 18 is the photostat copy of the application from Sri Jauhari dated 20-11-86, to the management for grant of increment w.e.f. 1-1-86, in pursuance of settlement dated 4-7-86 and document no. WS 19 is the letter from Chief Manager (personnel) to Sri Jauhari informing him that he was entitled to one increment w.e.f. 1-1-86, in the clerical scale and that his pay stood rectified at Rs. 1375 as on 1-1-1986.

16. Lastly, Sri Amreek Singh, invited the attention of this Tribunal to a very important statement made by Sri Rajdeo Mishra in his cross examination. In his cross examination he has admitted that about 70 workmen have been benefited subsequent to 28-8-86. Reference to this statement has been made even by Sri Srivastava in para 14 of his affidavit. He also submits that the execution of the settlement dt. 4-7-86 has been admitted on behalf of the workmen vide endorsement made on the copy of the settlement vide endorsement made on the copy of the settlement by the authorised representative of the workmen in the date 7-10-86. As such it is established beyond doubt and proved that a settlement was arrived at between the management and the representative of the union on 4-7-86 and that it has been fairly acted upon. Not only members of the union but also office bearers of the union have taken advantage of it.

17. On the other hand it has been argued by Sri Rajdeo Mishra that the alleged settlement was not signed by the office bearers of the union on 4-7-86. They including him signed it on 5-7-86. He has also argued that the office bearers who signed it on behalf of the union were not authorised by any resolution of the union to enter into such an agreement with the bank. During the course of his arguments he did not much press his first point, i.e. that the settlement was signed by office bearers on 5-1-86. In fact the evidence will show that the settlement was actually signed by office bearers of the union except him on 4-7-86 as has been deposed to by Sri Srivastava (AGM)(P) and as is evident from other documentary evidence.

18. Another point which is found raised in the objection filed is that the settlement was brought about by management by the exercise of undue influence. It has also been attacked on ground of fraud and misrepresentation etc.

19. In para 16 of his affidavit Sri Rajdeo Mishra has deposed that there are many unions of the workmen in the Bank. His union enjoys the major status. There is much inter union rivalry in the bank. As such the bank with a view to boost other union of the bank entered into a de hors settlement on 4-7-86 with other minority unions of the bank and concealed this fact from the representatives of his union. The bank insisted the representatives of his union on 5-7-86 to settle and execute the settlement for temporary employees

and induce them by misrepresentative to sign the cyclostyled draft of the settlement. On being induced the representatives of the union signed the settlement on 5-7-86, not with their free consent, and as such there is no settlement in the eye of law whether entered into on 4-7-86 or 5-7-86. During the course of his arguments Sri Rajdeo Mishra referred to workmen document WS 11 filed with list 21-1-87. WS 11 is the photostat copy of the certificate issued by Manager Varanasi Branch. WS 11 is dated 1-9-86 and is to the effect that S/Sri M. N. Upadhyaya, Y. S. Vyas and L. K. Tiwari were present for duty on 4-7-86 and had gone for negotiations on 5-7-86, Sardar Amreek Singh, representative for the bank has admitted this document.

20. After considering the facts and circumstances, in my considered view, much reliance cannot be placed on this document for the purposes of proving the fact that the settlement was actually signed by representative of the union on 5-7-86. From the certificate it cannot be made out that the above named three office bearers of the union could not go out of the office during the working hours or after the working hours or after the working hours on 4-7-86. Negotiations to which reference has been made does not necessarily mean that these 3 persons had gone to sign the settlement. Rather the documents referred to by Sardar Amreek Singh during the course of his arguments clearly go to show that the alleged settlement was signed by office bearers of the union except Sri Rajdeo Mishra on 4-7-86.

21. Annexure B to the affidavit of Sri Srivastava which is photostat copy of the letter dt. 1-7-86 from Sri M. N. Upadhyaya, General Secretary, of the union go to show that the General Secretary himself requested that July 4, 1986 be fixed as the date for finalisation of the agreement. From the cross examination of Sri Rajdeo Mishra it is evident that on 4-7-86 he was not at Varanasi and he was at Kanpur Central Government Industrial Tribunal. His evidence therefore, cannot be relied upon on the point that other office bearer of the union signed the settlement on 5-7-86, in the absence of any evidence in the nature of affidavit from other bearers or document proving their absence from the station on 4-7-86. As stated by him during the course of his argument, Sri Rajdeo Mishra has not much contested the case of the management on the point that the settlement in question was executed by office bearers of the union on 4-7-86. It is important to note here that above the signatures of the office bearers the following words appear "signed on 4-7-86 at Varanasi". None of office bearers put a date other than 4-7-86 below their signatures. Had the settlement been signed by them on 5-7-86 and not on 4-7-86, they would have surely mentioned the date of execution as 5-7-86.

22. Hence from the above discussions of evidence, I believe the case set up by the management and hold that all the office bearers signed the settlement on 4-7-86, and that Sri Rajdeo Mishra signed it on 5-7-86.

23. The second point which arises for consideration, is whether the settlement is vitiated by fraud, misrepresentation, mischief and exercise of undue influence. Here again I find that requisite evidence is lacking from the side of the workmen. They have not led any cogent evidence on this point. Rather the authorised representative has made an endorsement—seen the original and execution admitted on the copy of the settlement filed in the leading case.

24. On behalf of the workmen much reliance has been placed on letter Ext. M-5 which is the photostat copy of the letter dated 28-8-86 from Sri M. N. Upadhyaya, General Secretary of the union to the General Manager of the Bank. The receipt of this letter is admitted by authorised representative of the management. In para 1 it is alleged that the office bearers of the union were intentionally misrepresented by the management of the bank for the purposes of inducing the settlement and as such they did not put their signatures on July 5, 1986, with free consent. In the second paragraph it is alleged that the alleged settlement dated July 4, 1986 is not just and fair settlement. It is discriminatory to substantive group of workmen. In the end it is stated that the settlement has no legal sanctity and the union repudiate the term thereof. These are simply allegations made in the letter. The question is what is the material to support this

fact. For his we have to see as to what was the first reaction of the union after the signing of the settlement. For this we can usefully refer to annexure C to the affidavit of Sri Sarvasava, which is the photostat copy of the letter dt. 5-7-86 from Sri M. N. Upadhyaya, General Secretary to the General Manager of the Management Bank. From the letter it will appear that he simply requested the management to arrange an industrial relation meeting at the earliest to discuss clauses 8 and 10 of the settlement which were some what contradictory as gesture of good will. As earlier stated by me the letter bears the subject "Agreement dt. 4-7-86 on temporary employees. There is nothing in this letter to show that the settlement was signed by office bearers of the union on 4-7-86. There is further nothing in the letter to show that the settlement had been brought about by fraud misrepresentation and without free consent etc. Had there been any suit in any such allegation the General Secretary who wrote the letter on 28-8-86 referred to by Sri Rajdeo Mishra would have raised these very pleas which were raised by him in his letter dated 28-6-86, in the letter dt. 5-7-86. Hence, I hold that the settlement dt. 4-7-86 is not vitiated by fraud, misrepresentation, mischief or by exercise of undue influence.

25. The last point urged by Sri R. D. Mishra is that the office bearers who signed the settlement in question were not authorised by any resolution by the union to sign it on behalf of the union. This being so, the settlement is a waste paper. It is not binding on the member of the union.

26. It has been argued by Sardar Amreek Singh that such a plea is not open to the workmen in their objection dt. 24-9-86 against the management's application dt. 21-7-86 they did not raise any such plea. This plea was raised for the first time by them through the affidavit of their authorised representative Sri R. D. Mishra. It is after thought. Moreover, there is no documentary evidence from the side of the workmen to show that in any of the correspondence with the management the union assailed the settlement on such a plea.

29. After hearing the two sides, I do agree with the submission made by Sardar Amreek Singh. The plea which has been subsequently raised in the affidavit dt. 21-1-87, by Sri Rajdeo Mishra is nothing but after thought. He has been unable to show any document on record that settlement was ever assailed on this ground as well by the union. We have seen above that the settlement has been acted upon by a substantial number of employees of the bank including some of the office bearers of the union. Hence I find no force in it. Thus we find that there had been a settlement copy of which has been filed by management alongwith their application dated 21-7-86 on 4-7-86 between the union and the management and that it is a valid settlement. The question which now arises is whether the point on which reference have been made by Central Government in the three cases are covered by said settlement or not. After going through the claim statement of the workmen in the three cases I find that the points on which these references have been made are fully covered by the settlement. In all the three cases, the workman have sought seniority, permanent benefit from the date of their initial temporary appointment. In I.D. No. 267 of 85 it has been alleged by Sri Kulwant Singh that his first appointment was as temporary Godown Keeper at Pratapgarh on 12-3-73. He was given permanent appointment on probation w.e.f. 18-8-75. In I.D. 32 of 86 workman Sri Sharda Prasad Mishra has alleged that after his selection he was given appointment of temporary Godown Keeper on 13-7-70. He was given appointment on probation against permanent vacancy w.e.f. 12-5-71 at Badayun Branch of the bank as such his seniority should be continued from 13-7-70. Similarly in I.D. case No. 268 of 85 all the workmen have claimed benefits from the date of their initial appointment. Shivnath Dass Nagar from 2-4-73. Rajdeo Mishra from 30-3-73, Dularelal Gupta from 12-4-73. Anant Lal from 12-3-73, Jyoti Shanker from 2-4-73 and Sri Satish Chandra Agarwal from 12-4-73. According to them they were given permanent appointment of course

on probation of six months. Sneo Nath Dass Nagar w.e.f. 20-4-70, Rajdeo Mishra w.e.f. 7-4-76, Jyoti Shanker w.e.f. 20-4-70, Dularelal Gupta w.e.f. 11-10-76, Anant Lal w.e.f. 12-4-76 and Sri Satish Chandra Agarwal w.e.f. 1-6-76.

30. Even otherwise I am of the view that in view of the ruling of the Hon'ble Supreme Court in *K. R. Mudgal versus R. P. Singh* 1986, Lab. I.C. 1932, such reference should not be encouraged by the Central Government. It was a case where a seniority list of 1975 which was prepared to rectify the mistake that has crept in the seniority list issued in 1968 was challenged by a few workmen who were directly appointed as Assistants in the Intelligence Bureau of the Government of India in the year 1957. The first seniority list was issued in the year 1968. The writ was dismissed by the Hon'ble Supreme Court with the observation that satisfactory service condition postulate, that there should be no sense of uncertainty amongst the government servants created by writ petition filed after several years. It is essential that any one who feels aggrieved by seniority assigned to him should approach court as early as possible as otherwise in addition of the creation of sense of insecurity in the minds of government servants. There would also be administrative complication and difficulty. A government servant who is appointed to any post should ordinarily atleast after the period of 3 or 4 years of his appointment be allowed to attend to the duties attached to his post peacefully and without any sense of insecurity." This ruling applies with full force to the facts of the present case. By means of this reference the question of seniority which had become 13 to 15 years old has been sought to be reviewed by the workmen. From the settlement dated 4-7-86 as well as from the objection of the workmen against the management application dated 21-7-86, it appears that there had been a settlement earlier also between the management and the union on 20th October, 1978.

31. I may state here that during the course of argument it was also urged by Sri Rajdeo Mishra that the previous temporary appointments given to the workmen were against Shastri Award, Desai Award and Bipartite settlement. As such no settlement could have been arrived at against the provisions of these awards and settlement. These awards and settlement in my opinion do not debar the management and the workers union from resolving the dispute amicably through an agreement/settlement. Simply because of agreement/settlement does not satisfy the whims of a few workmen does not mean that such an agreement/settlement is not valid in the eye of law. In *Shaw Wallace and Company versus First Industrial Tribunal West Bengal and others* 1986 Lab. I.C. 2030 (Cal) it was held that a settlement between employer and the workmen represented by their recognised union should not be interfered easily even though it may operate with a little bit of harshness to a section of employees as there must be some amount of given and take and collective bargaining for industrial peace and harmony. Labour Courts, therefore, have bounded obligations to maintain settlement. It would be most improper to ignore the agreement and insert some thing totally different. In the ruling reliance was placed by his Lordship of Calcutta High Court on the ruling given by Hon'ble Supreme Court in *Hurberetsons Limited versus Workmen of Hurberetsons* AIR 1977, SC 322-1977 Lab. IC. 162. It was held in the said ruling that the settlement is to be taken as a package deal—When negotiations takes place which have to be encouraged, particularly between labour and employer in the interest of general peace and well being there is always give and take.

32. Hence, application dated 21-7-87 moved in all the 3 cases by the management are allowed and all the above three cases are decided in terms of settlement dt. 4-7-86 arrived at between the management and the All India Benaras State Bank Employees Union. The award is given accordingly. Award in 3 connected cases is given accordingly.

33. Let a copy of this award be placed on the record of connected Industrial Disputes No. 268/85 and 32/86 respectively.

34. Award is given accordingly.

Let six copies of this award be sent to the Government or its publication.

Dated : 30 November, 1987

ARJAN DEV, Presiding Officer

[No. L-12012/75/84-D.IV(A)]

[No. L-12012/76/84-D.IV(A)]

[No. L-12012/29/85-D.IV(A)]

का० आ० 97:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुमरण में, केन्द्रीय सरकार, कावेरी ग्रामीण बैंक के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 11 दिसम्बर, 1987 को प्राप्त हुआ था।

S.O. 97.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore, as shown in the Annexure in the Industrial Disputes between the employers in relation to the Cauvery Gramina Bank and their workmen, which was received by the Central Government on the 11th December, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT BANGALORE

Dated : 3rd Day of December, 1987

Sri B. M. Laje, B.A. (Hons.) LL.B. Presiding Officer.

Central Reference No. 9/87

Old Central Reference No. 3/83

FIRST PARTY :

Shri S. Parameswara, Door No. 271, Old Bandikeri, K. R. Mohalla, Mysore-570001.

Versus

SECOND PARTY :

The Chairman, Cauvery Gramina Bank, Head Office, 314, Dewan's Road, Mysore-570001.

APPEARANCES :

For the first party—Sri K. C. Karumbaiah, Advocate.

For the second party—Sri N. Nagesh, Advocate.

AWARD

By exercising its powers under section 10(1) of the Industrial Disputes Act, the Government of India, Ministry of Labour made the present reference on the following point of dispute by Order No. L-12012/101/82-D.II (A) dated 31-3-1983. Originally the reference was made to the State Government Industrial Tribunal.

2. By a General Order No. L-11025/A/87-D.IV (B) dated 13-2-1987, it has been transferred to this Tribunal, and it is at Sl. No. 9.

POINT OF DISPUTE

"Whether the action of the management of Cauvery Gramina Bank, Mysore in dismissing from service Shri S. Parameswara, Field Assistant with effect from 1-11-1979 is justified? If not, to what relief the workman is entitled?"

3. The first party workman has been filed his claim statement and, in brief it is as follows :—

He was employed as a Field Assistant in the second party Bank on 20-1-1978. He completed his training by 19-10-1978. He was put on probation for a period of one year. He completed the period of probation on 19-7-1979. On 11-9-1979 he received an order of suspension, pending enquiry. A charge sheet dated 3-10-1979 was issued to him. The charges were false and were levelled against him with an ulterior motive. There was a show of enquiry. Their own officer was appointed as an enquiry officer. The sub-ordinate officers who were examined for them were influenced by them. A legible copy of the enquiry proceedings or findings was not given to him. No offence was proved against him. His explanation was not called for. Copies of documents were not given to him. He is not well-versed with the legal procedure. Depositions were not read over to him. Copy of the standing orders was not given to him. The enquiry was not in accordance with the principles of natural justice. The month's notice was not given to him. The order of dismissal may be set aside and he may be ordered to be re-instated with consequential benefits.

4. Subsequently, the first party workman has filed a rejoinder and therein he contends that the enquiry was conducted in the chamber of the General Manager, and the witnesses were examined in his absence. No opportunity was given to him to cross-examine the witnesses. List of witnesses was not given to him. The enquiry may be set aside.

5. The second party bank has filed its counter statement and its contentions in brief are as follows :—

He was employed as the Field Assistant on 20-1-1978. He was put on training for six months. There was one year period of probation for him. Accordingly, after training he was put on probation. It was made clear that his confirmation will depend upon satisfactory completion of probation. It is not correct that he was discharging his duties honestly and sincerely. He was working as a Field Assistant at Mahadevapura branch and then at Antareente branch. There were several complaints against him. By a letter dated 24-1-1978, he was called upon to explain as to why action should not be taken against him. He has warned by a letter dated 5-5-1978. By a letter dated 28-12-1978 he was told that his work was not satisfactory. On receipt of a complaint by B. N. Ramaiah, Manager credit, he was kept under suspension with effect from 11-9-1979. On 10-9-1979 at about 10.00 a.m. the first party workman shouted at Ramaiah alleging that Ramaiah had carried tales against him, that he had taken bribes and that he was going to pour acid on him and remove his eyes. The Chairman of the second party had also filed a complaint against him. Enquiry was held against him on 10-10-1979. He participated in the enquiry. He has signed in the enquiry proceedings. He refused to cross-examine the witnesses, the enquiry officer gave his findings and based on the findings, a show cause notice was issued to him. He gave his explanation. The management was not satisfied by his explanation. He was dismissed from service with effect from 1-11-1979. The enquiry was held in accordance with law. The allegations made by him are false. The order of dismissal is in accordance with law. If the court finds that the enquiry is not in accordance with law, it may be permitted to prove its case. The reference may be rejected.

6. The following additional issue was framed, in view of the said pleadings :—

Whether the domestic enquiry is according to the principles of natural justice?

7. On recording evidence and hearing the parties additional issue No. 1 has been disposed of by a considered order dated 3-5-1986. It has been held that the domestic enquiry was not in accordance with law. The second party was permitted to adduce evidence and prove its case.

8. For the management six witnesses have been examined and Exs. M-1 to M-20 have been got marked.

9. For the first party the workman has examined himself and has got marked Exs. W-1 and W-2.

10. The parties have been heard.

11. My findings on the point of dispute is that the management of Couvery Grameena Bank Mysore was justified in dismissing Sri S. Parameswara, Field Assistant with effect from 1-11-1979, and that he is not entitled to claim any relief.

REASONS

12. Ex. M-1 is the charge sheet issued to the workman. The charge against him reads as follows :—

"CHARGE SHEET"

Further to our letter CGB/Estt/3510 dated 11th September 1979, you are hereby charged with gross mis-conduct for your following Acts which are prejudicial to the interests of the Bank.

"CHARGE NO. 1

On 3-9-1979 you came to Head Office at 12 noon, went to the co-operative Advance Department and started abusing the chairman, for the promotion of staff members, telling that corruption, influence played a major part in the selections.

CHARGE NO. 2

On 10-9-1979, you came to Head Office at 10.00 a.m. and threatened Sri B. N. Ramaiah, Manager credit, that you would pour acid on him and remove his eyes. Further you threatened that you have made elaborate arrangements to stab the Chairman.

The above two acts were not expected from a staff member and amount to major mis-conduct prejudicial to the interests of Bank.

2. To enquire into the above charges it is proposed to conduct an enquiry against you in the Head Office of the Bank on the 11th October, 1979 at 3.30 p.m. Sri C. Vasanthakumar, General Manager had been appointed as the enquiry officer. You are advised to appear before the enquiry officer at the time and date mentioned".

3.

4. Please acknowledge receipt, in the meanwhile.

CHAIRMAN"

In order to prove the said charge the management has examined MW-2 B. N. Ramaiah and some other witnesses. MW-2 has sworn that on 10-9-1979 when he was working at the head office at about 10.00 a.m. workman Parameswara came there and started abusing him and told that he, Ramaiah had informed several persons that because of his (Parameswara's) bad service record and his taking of bribes from the parties, he was not selected for the post of branch manager. MW-2 Ramaiah further states that then Parameswara threatened him saying that he will throw acid on him and damage his eyes and that he had kept watch on the movement of other officials who were responsible for his non selection. MW-2 Ramaiah has then stated that he reported the matter to the Chairman on the same day and gave a written report Ex. M-5. Ex. M-5 dated 10-9-1979, his report substantiates his evidence on all these points. It has been suggested to him in the cross-examination that he knows about one Parameswara, a village accountant and that he has made a false complaint against the first party workman with some motive. No motive has been suggested to him as to why he should make a false complaint against the workman. It appears in the evidence of MW-2 that when the first party workman threatened him, Baba Prasad office manager and Miss. Pushpa, one clerk were present.

13 MW-3 Baba Prasad has sworn that on 10-9-1979 at 10.00 a.m. Parameswara came there, started shouting at MW-2 Ramaiah and threatened that he will throw acid on

his face. MW-3 further states that the workman alleged against Ramaiah that he had informed the secretary of the society that Parameswara was not a man of good character and that was the reason for his threat. MW-3 has then stated that Parameswara further gave expression by saying that he has made arrangements to the stab Chairman. His cross-examination discloses that he pecified Parameswara and took him outside. He has been questioned on the point that he has not stated before the enquiry officer that Parameswara had threatened to stab the Chairman. Omission to state about the said fact before the enquiry officer, by itself does not falsify the evidence of MW-3.

14. The learned counsel for the first party contended that the witnesses examined for the management are not reliable and that they contradict each other and that the charges against the workman have not been proved. There is nothing contradictory in the evidence of MW-2 Ramaiah and MW-3 Baba Prasad. MW-6, Rajashakar, the then Chairman of the second party has sworn at para 15 that Ramaiah had given him complaint Ex. M-5 to him. In para 13 of his evidence he has corroborated the facts given out by MW-2 Ramaiah regarding the incident of 10-9-1979. Since no specific motive has been suggested against MW-2 Ramaiah or MW-3 Baba Prasad. If find that there is no force in the contention, that they are unreliable. The evidence of MW-2, MW-3, MW-6, and M-5 prove that the workman committed gave Act of mis-conduct in the office on 10-9-1979 at 10.00 a.m. by abusing and threatening MW-2 Ramaiah.

15. As regards the incident of 3-9-1979 the management has examined MW-4 Siddaramaiah and MW-5 Ramaswamy. Both of them have sworn that on 3-9-1979 Parameswara, the workman, came to the office and he was making enquiries regarding promotions etc. and that he started saying that corruption had played an important role in the matter of promotions. MW-4 further states the Parameswara made allegations that caste was also playing its own role and that he spoke in an excited mood and made remarks in unpalatable language and in that connection he has given his report Ex. M-6. Ex. M-6 bear the initials and date of receipt by MW-6, the Chairman and the evidence of MW-6 shows that he did receive it from MW-4, Siddaramaiah. Ex. M-6 substantiates the evidence of MW-4 Siddaramaiah and MW-5 Ramaswamy.

16. The learned counsel for the first party workman again contended that there was no consistency between the evidence of MW-4 Siddaramaiah, and MW-5 Ramaswamy or MW-6 Rajashakar. On going through their evidence I find that there is nothing in the evidence of MW-4 which contradicts the evidence of MW-5 Ramaswamy. No motive has been suggested to MW-4 or MW-5 as to why they should nourish any ill-will against the workman and depose falsehood against him.

17. The evidence of MW-4 Rajashakar shows that on 10-9-1979 he had gone to Sunnedakere area of Mysore and while returning he had come to Siddanna Square to get an auto and when he was boarding the auto, one stranger hurriedly went near him in a suspicious manner, keeping his one hand in a pocket but by then the auto started. He further states that on the same day, at 9.55 p.m. he received a phone call that he had luckily saved himself and that if he had interest in his life he should promote S. Parameswara. In para 10 of his evidence MW-6 swears that when he left the house of his friend at Sunnedikere, he found first party workman Parameswara and one stranger talking with each other. His evidence in para 11 discloses that on 11-9-1979 he had again received a phone call at 9.23 p.m. and the person calling him asked him as to what he had done regarding the promotion of Parameswara, and that if he did not promote him he will send one "Mental Rama" who was in jail, and that he was given one week time. Ex. M-13 is the complaint given by MW-6 to the police in that connection. Ex. M-14 and M-15 are the acknowledgements for the same. The evidence of MW-6 and Exs. M-13, M-14, and M-15 lend support to the evidence to MW-4 and MW-5 in proving the first head of the charge.

18. After the domestic enquiry was set aside, the workman has been again re-called and examined on 1-8-1987. He has sworn that the allegations made against him are cooked up and that the management witnesses have given false evidence. He has not assigned any reason as to why

the management witnesses were out to depose against him falsely. He has been cross-examined on some office memos issued to him earlier. His previous conduct is not pertinent. However, it does not help him in proving that MW-2, MW-3 and MW-4 and MW-5 have any age to grind against him. No special case has been made out as to why the Chairman MW-6 should have any grouse against him.

19. MW-1 Prsennakumar is the enquiry officer. Ex. M-1 a notice of enquiry, Ex. M-2 enquiry proceedings, Ex. M-3 report of the enquiry, Ex. M-4 regulation about the domestic enquiry are not pertinent on the point or perversely. The document at Ex. M-7 is the order of appointment. Ex. M-9 dated 21-4-1979 deals with his some earlier mis-conduct. Ex. M-9 is the order of training period, Ex. M-10 dated 28-12-1979 relates to some irregularities of Hadapura Branch. These documents have no bearing as regards the charges.

20. It was contended for the workman that the management was prejudiced against him and the said fact has been proved because he was kept under suspension without assigning any reasons. The order of suspension Ex. M-12 dated 11-9-1971 itself shows that an enquiry was being contemplated against him. From Ex. M-1, the charge sheet dated 3-10-1979, it cannot be said that the management was prejudiced and kept him under suspension without any grounds. Ex. M-16 dated 16-10-1979 is the second show cause notice. Ex. M-17 is a resolution of the board. Ex. M-18 show that the Board approved the findings and proposed the punishment of dismissal. Ex. M-19 is the order of dismissal. Ex. M-20 is the order of passed in Reference No. 45/81 by the Presiding Officer of the Labour Court Mysore. There is no dispute on the point that the reference was made by the State Government and since it is not the appropriate Government, the Labour Court Mysore rejected the reference and thereafter the present reference has been made. Ex. W-1 the order of suspension. Ex. W-2 is a copy of the local news paper dated 15-3-1981. Ex. W-2 shows that there were some allegations against the officers of the second party in regard to promotions etc. The cross-examination of MW 6 discloses that these allegations have no basis. Moreover, news item cannot be the basis to condemn any witness as unreliable. Ex. W-2 does not carry any weight.

21. The learned counsel for the first party placed reliance on the case of Glaxo Laboratories (I) Limited v/s Labour Court Meerut and others, [1984(1) LLJ page 16] and contended that since no provision of the standing orders or bi-parties settlement has been shown in the charge sheet Ex. M-1, the allegations made in Ex. M-1 do not constitute any mis-conduct and that there can be no punishment. There is no dispute on the point that Cauvery Grameena Bank is sponsored by the State Bank of Mysore. State Bank of Mysore is a Bank which is bound by the provisions of the bi-partite settlement dated 19-10-1966 and the provisions of the Shastri Award and Desai Awards. Para 19.5 of the bi-partite settlement defines as to what is gross-misconduct. Clause C shows that dis-orderly and indecent behaviour in the premises of the Bank is a mis-conduct Clause (J) shows that doing any act prejudicial to the interests of the Bank is misconduct. Charges levelled against the workman are covered by these provisions and the punishment is provided in para 19.6. Dismissal is one of the punishments for gross misconduct. Supposing or a while that the provisions of the bi-partite settlement are not applicable, then it requires to be examined whether the acts alleged and now proved constitute any act of mis-conduct within the provision of the model standing orders. The provisions of the Industrial Employment (standing orders) Act 1946 will be applicable. Schedule one to the said Act shows the model standing orders. Order No. 14(3)(h) shows that riotous or dis-orderly behaviour or any act subversive of discipline is a mis-conduct. Threatening a co-employee that the workman will throw acid on his face and remove his eyes is a grave act of mis-conduct. Whether the management is guilty of corrupt practices and nepotism are different issues for the redress of which there are recognised ways and means, but for a workman to give expression to such thoughts in a loud manner the presence of the other members of the staff and the public is a grave act subversive of discipline. I therefore find that there is no force in the contention that the acts alleged do not constitute any mis-conduct punishable under any law, which is binding on the workman.

22. The learned counsel for the first party cited the case the case of Ved Prakash Gupta v/s Messers Delton Cable India (P) Limited (1984 1 LLJ page 546). The authority is on the point that use of abusive language was not a serious charge and that the charge had no news for loss of confidence. In the case at hand the facts disclose that the workman not only mis-behaved by making accusations against the management in an un-becoming manner but also he further threatened a co-employer with consequences of being a acid victim. I do not find that the charges are not of a serious nature. It is not a case which calls for invoking the provisions of section 11-A of the Industrial Disputes Act. In my view the punishment of dismissal is justified.

23. In the result, an award is passed to the effect that the management of Cauvery Grameena Bank Mysore was justified in dismissing from service Sri S. Parameswara, Field Assistant with effect from 1-11-1979 and that he is not entitled for any relief.

(Dictated to the Secretary taken down by him and got typed and corrected by me).

B. N. LALGE, Presiding Officer
[No. L-12012/101/82-D. IV(A)]

का.आ. 98.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार युनाइटेड इन्डिया इन्शोरेंस कं. लि. के प्रबंधन में सम्बद्ध नियोजन और उनके कार्यकारी के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पचाट का प्रकाशित करती है जो केन्द्रीय सरकार का 15-12-1987 को प्राप्त हुआ था।

S.O. 98.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, as shown in the Annexure in the Industrial Dispute between the employers in relation to the United India Insurance Co. Ltd., and their workmen, which was received by the Central Government on the 15th December, 1987.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR

CASE NO. CGIT/LC(R)(142)/87

PARTIES :

Employers in relation to the management of United India Insurance Co. Limited, Satna,

AND

Their workman Shri Dinesh Kumar Dubey, Accounts Clerk, Branch Satna.

APPEARANCES :

For the Management—Shri M. S. Vasudeo Murty, Divisional Manager, United India Insurance Co. Ltd., Jabalpur.

For the Workman—Shri Dinesh Kumar Dubey Workman himself.

INDUSTRY : Insurance

DISTRICT : Satna (M.P.)

AWARD

Dated, the 2nd December, 1987

The Central Government in exercise of its powers under Section 10 of the Industrial Disputes Act, 1947, referred the

following dispute for adjudication, vide Notification No. L-17012/29/86 D.IV(A), dated the 14th August, 1987:

"Whether the action of the management of United India Insurance Co. Limited in terminating the services of Shri Dinesh Kumar Dubey, Accounts Clerk, Branch Sana, w.e.f. 12th July, 1985 is justified? If not, to what relief is the workman concerned entitled?"

This case was registered on 19th August, 1987. Thereafter parties took adjournment for filing the settlement. Parties have filed the settlement before me which is duly verified and accepted on behalf of the management by Shri M. S. Vasudeo Murthy and the workman concerned Shri Dinesh Kumar Dubey.

I have gone through the settlement and I find that the settlement is mutual and lawful and in the interest of the workman.

I, therefore, pass award in terms of the settlement and answer the reference as follows:—

1. That the first party withdraw unconditionally his dispute pending with any Quasi judicial forum under I.D. Act of 1947 and all his claims pending in any Government authority or Court against the Second Party and shall also not prefer any claim of any kind arising out of employment or non-employment upto this date before any authority
2. That the first party shall not claim any compensation or any other amount against the Second party for withdrawing them
3. The first party shall not claim any back wages or continuity of service in respect of this dispute.
4. The Second Party in term of the recruitment of eligible candidates in the Class III Category shall hold test/interview etc and if the first party is found eligible for appointment Second Party shall offer fresh appointment to the first party as Assistant on probation in any one of their offices depending upon vacancy, which shall commence from the date of written acceptance of the offer by the First Party. Appointment shall be on probation for a period of six months and all the rules and regulations applicable to the fresh appointment as per letter of appointment, shall be applicable to the first party also
5. The first party shall not be entitled to claim any benefit including continuity of services or back wages on the basis of this fresh appointment. First party shall be entitled to pay in the prescribed scale applicable to his cadre from the date of appointment.
6. The First Party and Second Party have agreed mutually to move this agreement for execution of the dispute pending as settled.

Dated - 2-12-1987.

V. S. YADAV, Presiding Officer

[No. L-17012/29/86-D IV(A)]

K J DYVA PRASAD, Desk Officer

नई दिल्ली, 31 दिसम्बर, 1987

का.आ. 99 — औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, न्यू मंगलूर पोर्टन म्यास के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच आबद्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलूर के पंचाट को प्रकाशित करती है

New Delhi, the 31st December, 1987

SO 99 — In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in

the Industrial Dispute between the employers in relation to the management of New Mangalore Port Trust and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT BANGALORE

Dated - 26th Day of - November 1987

SRI B N LAGEE A. (HONS) LL B PRESIDING OFFICER

Central Reference No. 30/87

Old Central Reference No 18/85

FIRST PARTY

The Secretary,
New Mangalore Port-
Staff Association,
NMPT Administrative
Building, Panambur-10

SECOND PARTY

The Chairman,
New Mangalore Port
V/s Trust, Mangalore.

APPEARANCES

For the first party Sri K M. Paul, Advocate,

For the second party Sri K S Bhat, Advocate, M'lore

Central Reference No 27/87

Old Central Reference No 14/85

FIRST PARTY

(a) The Secretary, NMPT
Staff Association, NMPT
Administrative Building,
Panambur, Mangalore-10.

(b) The General Secretary, K
Kerala Port Workers union,
P.C. Lab building, NMPT
Mangalore-10.

SECOND PARTY

V/s

(c) The General Secretary,
NMPT and Dock Work-
ers Union, NMPT
Market Building, Panambur,
Mangalore.

NMPT, Panambur,
Mangalore-10

(d) The General Secretary,
NMPT Employees Asso-
ciation, Felix pal Bazar,
M'lore-10.

APPEARANCES

For the first party Sri K M. Paul, Advocate,

For the second party Sri K. Jagdish Alva, Advocate.

By an application dated 7-8-1987 the second party prayed that the present reference Cr. No. 30/87 and the dispute in CR No 27/87 may be clubbed together, since, common points of fact and law arise therein and that they may be disposed of together.

2 By a considered order dated 15-10-1987 the said prayer has been allowed and both the references have been clubbed together. A common award thus ensues.

COMMON AWARD

Pleadings of CR No. 30/87

3 By order No L-45011/4/84/D-IV(A) dated 26-4-1985, the Government of India/Ministry of Labour made the present reference to the State Government Industrial Tribunal on the following point of Disputes.

POINT OF DISPUTE

"Whether the action of the management of New Mangalore Port Trust, Panambur in denying the 4th Saturdays of every month as holiday for their non-operational staff on par with the Tuticorin Port Trust, is justified? If not, to what relief are the employees concerned entitled?"

4. By a General Order No. L-11025/A/87-88-D-IV (B) dated 13-2-1987, the matter was transferred to this Tribunal. It is Sl. No. 31.

5. The first party union has then filed its claim statement and its contentions in brief are as follows :—The provisions of the Major Port Trust Act, 1963 were extended to the New Mangalore Port (hence-fourth called as NMPT) with effect from 1-4-1980. Prior to 1-4-1980 the Port was functioning as an office of the Ministry of Shipping and Transport of Government of India. The employees of the Port were then governed by the rules and regulations of the Central Government. The administrative or office staff had to work for 162 and half hours in a month (6-1/2 hours per day for 25 days). Every Sunday and second Saturday of the month were holidays. The same system continues till today. With effect from 1-4-1980 all the employees became the employees of the Board. Certain benefits which were enjoyed by them as Central Government employees have been protected under the provisions of the various laws and a settlement dated 4-1-1980. In all the other 9 major ports of India the working hours for office staff is 156 hours per month. In some ports all Saturdays are half days and in other ports alternate Saturdays are full holidays. They are made to work for 162-1/2 hours in a month as against the work of 156 hours in a month in other ports. The second party cannot indulge in such discrimination. The non-operational staff of Tuticorin Port have got every fourth Saturday as holiday with effect from 1-6-1983. There is no valid ground for denying them the said facility. Even after 1-6-1983 the NMPT is not giving them fourth Saturday as a holiday. It is unconstitutional, hence an award may be passed, that every fourth Saturday shall be a holiday for the non-operational staff of the NMPT with effect from 1-4-1980 and wages may be ordered to be paid for such extra work done by them.

6. The second party has filed its counter statement and its contentions in brief are as follows :—

The demand of the first party is not justified. The ground that the fourth Saturday is a holiday in Bombay, Kandla and Tuticorin, cannot be an yardstick for granting the same to the first party. There is no discrimination. Though second Saturday is not a holiday for the operational staff in other ports, the same union has demanded that second Saturday shall be declared as a holiday for the operational staff. If the first party insist upon uniformity in one case, it should be fair enough, to seek for the same in another case also. If fourth Saturday is declared as a holiday for non-operational staff the next stage would be to demand the same for the operational staff. The demand for over time allowance from 1-4-1980 is not justifiable. The reference may be rejected.

Pleadings of CR. No. 27/87

7. The Government of India/Ministry of Labour by its order No. L-45011/1/82-D-IV(A) dated 23-3-1985 made the present reference to the State Government Industrial Tribunal on the following points of dispute.

POINTS OF DISPUTE

"Keeping in view of the practice being followed in other major ports, whether the demand of the operational staff of New Mangalore Port Trust for declaring second Saturday as holiday, in addition to the weekly off with wages, is justified?"

8. By a General Order No. L-11025/A/87-D-IV(B) dated 13-2-1987, it has been transferred to this Tribunal. It is at Sl. No. 28.
87/2015 GI—18.

9. Four unions of the first party have filed a common claim statement and brievely stated, it runs as follows :—

The NMPT was functioning as a department of Ministry of Shipping and Transport till 31-3-1980. About 1,200 workmen have been working therein. They have formed different unions. They are all registered. They are represented by their unions as shown above. The Government of India constituted a Port Trust Board for NMPT under the provisions of Major Port Trust Act, 1963. The workman of the port had the second Saturday of every month as a full holiday with wages. The regulations of the Central Government were applicable to the workmen of Port. If any workman was asked to work on a second Saturday he was compensated with half wages and another compensated holiday. Even after 1-4-1980 when the port became NMPT, the same system has continued. All India Port and Dock Workers Federation and the Government of India entered into a settlement on 4-1-1981. Para 26 of the same reads as follows :—"Merely as a consequence of the implementation of this settlement, any facility, privilege, amenity, benefit, monetary or otherwise, or concession to which an employee or a category of employees might be entitled to by way of any award, practice or usage, shall not be withdrawn, reduced or curtailed except to the extent and manner as provided for it in this settlement".

The second party cannot take away any of the benefits enjoyed by the employees prior to 4-1-1981. The second party issued a notice dated 26-5-1981 in form E under rule 34 of the Industrial Disputes (Central) rules stating that it intends to change the service conditions with effect from 1-7-1981 that the out door staff, field staff, and operational staff should work on all Saturdays and thus intended to take away the holiday of the second Saturday. At the same time he second party intended to continue the facility of the second Saturday to the office staff, who have to work only for 6-1/2 hours a day as against the work of 8 hours a day for them. The unions represented to the second party to withdraw the said notice. The second party did not consider their demand. They were compelled to raise a dispute. The second party did not consider their demand. They were compelled to raise a dispute. The conciliation officer suggested to appoint an arbitrator. The second party did not accept the proposal. The second party ought to have waited for the adjudication, but issued a letter dated 25-8-1982 that it would give effect to its decision with effect from 11-9-82. The first party then issued a strike notice. It was then agreed that the status-quo should be maintained. The first party then received an endorsement dated 1-2-1983 that the Government of India does not propose to refer the dispute for adjudication. The first party they filed a writ-petition at No. 4592 of 1983, to quash the said endorsement. The Hon'ble High Court of Karnataka allowed the writ-petition by an order dated 31-5-1984 and quashed the endorsement and directed the Government to consider the case of the first party afresh. The Central Government did not take action and then they filed a contempt of court case No. 9/85. The High Court issued notices to the Central Government. The Central Government appeared and prayed for time for making the reference. The matter was then dropped. The proposal of the second party to withdraw the second Saturday as a holiday for them is not justified on the following grounds :—

(a) The said proposal is contrary to para 26 of the settlement dated 4-1-1981. The office staff workers work for 6-1/2 hours per day and only for 5 days and to make the operational staff to work for 8 hours a day for 6 days in a week is arbitrary.

(b) Section 9A of the Industrial Disputes Act contemplates notice to change the conditions of service relating to matters shown in the fourth schedule. It deals with only a procedural matter and does not contemplate to take away a substantial benefit. This Tribunal has to decide the question that the second party cannot effect any change by a mere issue of notice under section 9A of the Industrial Disputes Act. NMPT is a new employer. No notice or notice pay or compensation was paid to them in accordance with section 25FF of the Act, and the terms and conditions of their service cannot be less favourable than what they used to have prior to the

taking over of the establishment. It is hit by section 25FF(b). NMPT regulations provide that even after the formation of the port trust the existing rules and orders should continue. Therefore, taking away of second Saturday as holiday is against rules. The Major Port Trust Act of 1963 provides for representation for labour, in the port. The Government of India has not appointed the representatives of labour to the board. Taking away of the holiday of second Saturday under such circumstances causes prejudice to them. The said facility cannot be taken away without compensation or by a settlement or by an award. The notice issued under section 9A is illegal. During the conciliation proceedings of 3-7-1981, the NMPT had given a list of categories of staff framed as operational staff and another category shown as office staff on 1-8-1981. NMPT gave another letter stating that employees of certain categories do not belong to operational staff. NMPT itself is thus not sure as to who belong to operational staff and who are non-operational staff. Such a distinction is arbitrary. Each Port Trust is an autonomous body. All the major Port Trust employees have the second Saturday as a holiday. In Bombay and Kandla fourth Saturday is also a holiday. In some ports, second Saturday is a half holiday and in some other ports compensation is paid for the holiday if work is taken on that day. Different systems prevail in different ports. The Government was not giving the holiday of second Saturday to the Junior Engineers and when an industrial dispute was raised, the management agreed and issued a letter dated 7-10-1978, extending the same to them. In some port trust there is L.T.C. scheme and in some F.S.I. Scheme and in some incentive scheme. Different ports have different rules of recruitment. Thus it is obvious that all ports are autonomous bodies. The second party was not justified in issuing the said notice. It lacks good faith and bona fides. It violates the principles of natural justice. An award may be passed setting aside the said notice issued by the second party, and to direct the second party to continue the holiday of the second Saturday to them.

10. The second party has filed its objections and in brief they are as follows:—

When the New Mangalore Port was administered by the Ministry of Shipping and Transport every second Saturday was a holiday for the regular employees. It was so till 31-3-1980. For the work charged establishment, Second Saturday was a full working day and not a holiday. By the middle of 1977 the work charged establishment came to be treated as regular employees. The provisions of the Major Port Trusts Act, 1963 were made applicable to New Mangalore Port with effect from 1-4-1980 and a Board was constituted. All the employees became the employees of the NMPT from 1-4-1980. The NMPT allowed the second Saturday to continue as a holiday. After considerable negotiations the Central Government and National Federation of Port and Dock workers arrived at a settlement dated 4-1-1981. Relatively the pay scales and allowances for the employees of the major ports were revised in the settlement. The relevant pay scales were restructured with reference to duty hours and holidays that existed in most of the major ports. The NMPT, took into account the practice prevailing in other major ports and decided to fall in line with them. The NMPT found it necessary to fall in line with other major ports in the matter of second Saturday being a working day for the out-door, field, and operational staff. After holding discussions with the members of the first party, on 23rd May, 1981, NMPT issued a notice dated 25th June, 1981 under sections 9A of the Industrial Disputes Act, and notified change of working hours, with reference to second Saturday to be a working day with effect from 1st July, 1981. The members of the first party opposed the same. The Central Government has then referred the matter. The main work of the port in the initial period was desining, constructing and commissioning and therefore it was done by the department. Even after the port was commissioned, the work was of initial stages. When the work load increased, it became

necessary to bring it under provisions of Major Port Trust Act. The board was therefore constituted with effect from 1st April, 1980. In order to bring the administration of the NMPT on par with other major ports and also in view of the imperative necessity for the proper use of port's manpower, the said notice was issued. Every Saturday including second Saturday is a full working day for the out door, field and operational staff in all the 8 major ports, Bombay, Madras, Calcutta, Cochin, Vishakapatnam, Maramgoa, Tuticorin, and Kandla. As regards office and administrative staff 5 ports have half working day on every Saturday. In Tuticorin second Saturday is a full holiday whereas the other 3 Saturdays are full working days. In Bombay and Kandla second and fourth Saturdays are full holidays whereas the other two Saturdays are full working days. Taking into account these factors the said decision was taken. It is in accordance with the test of region-cum-industry-wise practice. The said practice prevails in other industries also such as Mangalore fertilisers and Chemicals Limited, Mazgaon, Dock establishment, K.I.O.C.L., Bhadravathi Iron and Steel works and also in all the public sector industries in Bangalore, such as HMT, ITI, BHEL etc. It is also in accordance with the practice prevailing in comparable industries in Kerala. If uniformity is not brought into effect, it would be in appropriate and in-advisable. It affects national economy and it will have impact on allied and similar industries. The quality and quantity of work of the port is increasing and therefore appropriate changes are necessary to be effected. The increase in the work of the port is as follows:—

(a) Export Traffic

1978-79	2.03	(in lakh tonnes : rounded
1979-80	2.27	off to the nearer
1980-81	2.23	thousand)
1981-82	8.21	
1982-83	14.21	

(b) Import Traffic

1978-79	6.71	do-
1979-80	6.74	
1980-81	6.38	
1981-82	8.22	
1982-83	8.15	

(c) Total Traffic

1978-79	8.50	- do-
1979-80	9.00	
1980-81	9.50	
1981-82	16.42	
1982-83	22.71	

The increase in 1982-83 is of 73 per cent in export and 38 per cent of total traffic. Ship berth out put has increased by 77 per cent. Container traffic is having an up-ward trend. NMPT serves as the essential window in respect of vast hinter land. The port is very important for quick development and for earning foreign exchange. Revision of the pay-scales to the employees of the NMPT, as obtaining at other major ports implies that the employees of the NMPT cannot be treated differently. All the employees of NMPT are enjoying 16 closed holidays, 2 restricted holidays in addition to weekly holidays of 48 days in a year. As per the authorities of (AIR 1963 Supreme Court, page 1103) and AIR(1964 Supreme Court, page 914) 16 closed holidays and two restricted holidays in addition to the weekly holidays is sufficient number of holidays. Their demand to continue 12 more holidays in a year, in the nature of every second Saturday is unreasonable. The decision of the NMPT is in accordance with the recommendations of the national commission of labour in regard to holidays. In fixing the number of holidays the need for increased production and better distribution of wealth and economic position of the country, requires to be taken into account. The contentions raised by the first party are not tenable and not justifiable. The proposed change does not contravene para 26 of the settlement. If the first party has any grievance its remedy is under para 31 of the settlement. Section 25A or 25F.

have no bearing Section 25FF has no application. The Central Government has given its previous sanction for the proposed change. The out door, field, and operational staff has been identified in the course of conciliation proceedings. The distinction is made on valid parameters. The proposed change is legitimate and justified. The reference may be rejected.

11. In CR. No. 30/87 no additional issue has been raised.

12. In CR No. 27/87 the following additional issues have been raised :—

1. Whether the first party proves that the action of the second party is violative of para 26 of the settlement dated 4-1-1981?

2. Whether the action of the second party amounts to discrimination?

3. What order?

13. In CR. No. 30/87 each party has examined one witness.

14. In CR. No. 27/87 the management has examined one witness and got marked Exs. M-1 to M-5.

15. For the first party one witness has been examined.

16. Both the cases have been clubbed together and common arguments have been heard.

17. My finding on the point of dispute of CR. No. 30/87 is as follows :—The NMPT is not justified in denying holidays to the non-operational staff beyond 156 hours in a month.

18. My finding on the point of dispute and issues of CR. No. 27/87 is as follows :—

Additional issue No. 1.—No.

Additional issue No. 2.—No

Additional issue No. 3.—and point of dispute.

The demand of the operational staff of the NMPT for declaring second Saturday as a holiday, in addition to the weekly offs as claimed in the reference is not justified

REASONS

Point of Dispute in CR. No. 30/87

19. In CR. No. 30/87 only the NMPT staff association is the first party, whereas in CR. No. 27/87 four unions together constitute the first party. It was one of the grounds on which the first party contended that both the matters should not be clubbed together. In view of the fact that common questions of law and fact are involved the cases have been clubbed. In the case of the non-operational staff the basis on which the claim is made is that in the major ports of India non-operational staff has the benefit of the fourth Saturday being a holiday with effect from 1-6-1983 (vide para 11 of the claim statement). In para 12 of the claim statement it has been contended that in NMPT similarly placed employees are made to work for 162 and half hours in a month even after 31-3-1980 and that it is six and half hours, more than the work of such employees in other major ports. What is the pattern of holidays in similar industries in the region shall have to be the main indicator in deciding whether the claim of the workmen is justifiable.

20. WW-1 Lakshmi-Narayan Rao, Junior Assistant has been examined for the first party and he has stated in para 9 of his evidence that in other ports non-operational staff gets holidays on the second Saturday and fourth Saturday or half holiday on all the Saturdays and that the working hours per day are 6½ hours. In para ten of his evidence he states that in the other ports the total working period is of 156 hours in a month. From the counter-statement and the cross-examination of WW-1 it can be very well made out that the main grievance of the second party is that if the

fourth Saturday or any other half day or full day is given as a holiday besides the second Saturday for the non-operational staff, the same claim will be made for the operational staff and thus the work of the port would suffer.

It is a different thing to say that because the production or the output of the port will be adversely affected if any other holiday is given besides the second Saturday and absolutely another thing to say that because the operational staff may also raise the same claim, the non-operational staff should not be given that holiday. I find no reasonable basis in such a contention.

21. The evidence of MW-1 Lakshminarayanachar, the Secretary of the second party, discloses in para 9 that if the fourth Saturday is declared as a holiday for the non-operational staff, work will be affected and the operational staff will also claim the same. The latter part of the reasoning is already rejected. In my view there can be no legitimate objection from either side if the prevailing practice in similar industries of the region is taken as the criteria for deciding the issues in both the matters. In para 11 of his evidence MW-1 concedes that in other major ten ports non-operational staff workers for 6-1/2 hours a day and monthly working hours are 156 hours. He further admits that in NMPT the working hours are 162-1/2 hours in a month. On the date of the arguments the learned counsel for the first party produced an extract of resolution No. 21 dated 2-5-1983 of the Tuticorin port. It shows that fourth Saturday was granted as a holiday for the non-operational staff in Tuticorin port also. The learned counsel for the second party contended that there is no uniform system regarding the other Saturday besides the second Saturday being a half holiday or a full holiday. In para 17 of his evidence MW-1 admits that there is no demand by the operational staff for the fourth Saturday as a holiday for them. The contentions raised by the learned counsel for the second party that there is no uniformity in all the ports regarding other Saturday being holidays is not supported by any evidence on record.

22. From the evidence on record I therefore find that the claim of the non-operational staff for another holiday on a Saturday besides the second Saturday beyond 156 hours of work in a month is justified. It is left to the discretion of the second party to fix the hours of working on other Saturdays, but the only condition that the second party shall have to abide by will be that the total number of working hours in a month shall not exceed 156 hours for the non-operational staff.

CR. No. 27/87

23. ISSUE NO. 1 IN CR. NO. 27/87:—The main ground or attack by the learned counsel for the first party was that the point of reference

should have been whether the issue of section 9 A notice by the second party is sustainable in law and not the present type of reference. In that connection Ex. W13 has brought to my notice. It is a representation made by the first party unions to the Government of India contending that the point of reference should be as indicated by them. Ex. W-4 dated 16-5-1985 is another letter in that connection. Ex. W-5 is a reply by the Chief Labour Commissioner and it shows that the matter was being considered by the Government. Ex. W-6 is the minutes of the final conciliation proceedings held on 10-3-1982 before the conciliation officer. From these documents it was pointed out that the case of the first party, throughout is that the notice issued by the second party is illegal and they cannot withdraw the existing facility of the second Saturday being a holiday only by resorting to a notice. It was submitted that what should have been the subject matter of reference can be very well made out from the order of the Hon'ble High Court of Karnataka in WP No. 4592 of 1983. Ex. W-2. Ex. W-2 shows that the unions had challenged section 9A notice and contended that the management cannot unilaterally declare the second Saturday as a working day. The Hon'ble High Court noted the contentions of the learned counsel for the unions that under section 9A the management could only alter the existing service conditions, but could not altogether, take away or abrogate the rights conferred on the workmen either by the practice or by usage or by earlier conditions of service. In para 3 of

the order the Hon'ble High Court has stated that it was unnecessary to record any finding on the validity of the notice of section 9A, since it would be a subject-matter of a proper dispute between the parties, requiring adjudication by the Industrial Tribunal. It has been further observed that leave with wages and holidays is one of the items of the third schedule of the Act and therefore it is for the Tribunal to decide whether the notice is valid and whether it intends to take away their existing right under settlement dated 4-1-1981. The Hon'ble High Court thus found that the only point for consideration was whether the Government of India was justified in issuing the impugned endorsement. Then in para 4 of the order it has been observed that on the plain language of paragraph 26 of the settlement, prima-facie, the right of the workmen for second Saturday being a holiday could not be taken away unilaterally by the management by issuing a notice under section 9A of the Act. It has been then observed that the Government could not decide the question of fact which requires to be adjudicated by the Tribunal and therefore the endorsement not to refer the dispute to the Tribunal cannot be sustained. In para 5 of the order there is a direction given to the Government of India, Ministry of Labour to consider the case of the first party unions afresh and take a decision as to the expediency or referring the dispute for a adjudication within a period of three months. Going through the order of the Hon'ble High Court of Karnataka, I find that the main point decided was whether the Government of India had acted properly in issuing the endorsement that the dispute will not be referred to the Tribunal. There is an obiter-dictum that under such circumstances mere resort to section 9A notice was not permissible. Exs. W-3 to W-6 only supplied the material to the Central Government to make put's, hand and take cognisance that a dispute exists between the unions and the management regarding the question of second Saturday being a holiday and it was then within the discretion of the Government to formulate the point of dispute in a manner deemed fit and expedient, in the larger interest of the National Industrial production. In Ex. W-2, I do not find any indication that the Hon'ble High Court intended to put any limitation to the powers or discretion of the Central Government to formulate the dispute on its own words. If the first party unions felt aggrieved by the formulation of the dispute as shown in the order of reference and when they did feel aggrieved, as is obvious from the letters at Exs. W-4 and W-5, their remedy was elsewhere. Their present claim that this Tribunal should construe the point of reference only as if it is whether the management was justified in seeking to withdraw the holiday of the second Saturday and whether the notice issued under section 9A is legal, in preference to the order of reference now made by the Government cannot be accepted. It is well settled law that the Tribunal can neither enlarge nor reduce the letter and content of the point of reference. The contention of the learned counsel for the first party does not hold water. It is reiterated that the Tribunal shall have to approach the case keeping in view the point of reference as it is :

24. The learned counsel for the first party contended that by a mere notice issued under section 9A the benefit of second Saturday being a holiday, which was being enjoyed by the operational-staff could not be withdrawn, for the reason that section 9A deals with the procedural matter and is not intended to take away a substantive right. It was further submitted that only by way of settlement or by adjudication such a change can be effected. As observed earlier this Tribunal shall have to approach the case keeping in view only the point of reference and it is not permissible to examine the case whether section 9A READ with the fourth schedule deals with only a procedural matter or whether it is permissible to withdraw any substantial right of holiday by a notice under section 9A. The said submissions are not at all available

25. One of the grounds urged before me is that the settlement dated 1-4-1980 prevents the second party from taking away the right of second Saturday being a holiday. In para 3(1) of the claim statement it has been contended that the proposed action of

the management is in infringement of para 26 of the settlement dated 4-1-1981. Para 26 of the settlement Ex. M-2 has been extracted in the order of the Hon'ble High Court, Ex. W-2. It reads as follows :—

"Merely as a consequence of the implementation of this settlement, any facility, privilege, amity, benefit, monetary or otherwise or concession to which an employee or a category of employees might be entitled to by way of any award, practice or usage, shall not be withdrawn, reduced or curtailed except to the extent and manner as provided for in this settlement".

26. The learned counsel for the second party contended that the proposed action for making the second Saturday as a working day for the operational staff is to fall in line with other ports as regards working hours of the operational staff and it is not as a consequence of the benefits granted to the workman in the settlement dated 4-1-1981. The very beginning of para 26 suggests that if any facility or benefit etc, is intended to be taken away merely as a consequence of the implementation of the settlement dated 4-1-1981, the management shall not withdraw the same. Thus if the facts on record could show that the object and purpose of change is not as a consequence of the implementation of the said settlement, then para 26 of the settlement does not and cannot prevent the second party from effecting such a change. The facts will be discussed a little later. A finding is being recorded that the action of the management in making the second Saturday as a working day for the operational staff is justified on the ground that it is in consonance with the practice prevailing in most of the other major ports and it is not merely as a consequence of the settlement dated 4-1-1981. In my view there is nothing in Ex. W-2 which prevents this Tribunal from arriving at such a finding based on facts. The settlement Ex. M-1 shows that from paragraph 3 to 21 matters relating to various benefits given to the workmen in their emoluments including allowances have been enumerated. In paras 22 to 25 matters relating to dock workers and about recoveries of the rent of the quarters have been dealt with. Para 27 of Ex. M-2 similarly deals with matters relating to rent. Para 28 deals with the matter that the workmen shall not raise any more demand. In the context of these provisions it has been provided in the settlement that merely because such benefits have been given to the workmen, the management shall not proceed to withdraw any other benefit which they are already enjoying. In the context of the object and purpose, on the basis of which the second Saturday is being made a working day for the operational staff, I find that there is nothing in Ex. M-2 which prevents the management from effecting the said change. The rest of the facts relating to the said issue will be discussed while dealing with issue No. 2, and the point of dispute. On going through Ex. W-2, Ex. M-2, and rest of the evidence on record I find that the action of the management is not violative of para 26 of the settlement dated 4-1-1981, Ex. M-2.

ADDITIONAL ISSUE NOS. 2, 3 AND POINT OF DISPUTE :

27. The contention raised by the first party workmen in para 8.2 of the claim statement has not been accepted as discussed above.

28. The first party workmen have raised a contention in para 8.3 of the claim statement that the NMPT is a new employer with effect from 1-4-1980 and that the provisions of section 25F of the Industrial Disputes Act, are not complied with and withdrawal of the faculty of the second Saturday for the operational staff is hit by section 25F (b) of the Act. Prior to 1-4-1980 the New Mangalore Port was managed by the Ministry of Shipping and Transport of the Central Government and the only change effected with effect from 1-4-1980 was that the provisions of Major Port Trust Act, 1963 were made applicable and the management became vested with the NMPT. Section 25FF deals with the subject of compensation to workmen in case of transfer of undertakings. It has been contended for the first party that because no compensation was paid to them when the transfer was effected, the benefit of second Saturday being a holiday cannot be withdrawn by the new employer. I cannot but, reiterate that the point in issue is whether the operational staff of NMPT is entitled to the second Saturday being a holiday and the approach cannot be with only one angle, whether the said benefit which is being enjoyed by them, can be withdrawn by a notice of under section 9A or whether as a new employer NMPT can deny the same to them. In view of the order of reference as shown above it is difficult for me to accept the contentions raised by them in para 8.3 of the claim statement.

28. In para 8.4 of the claim statement it has been contended that the action of the management is contrary to the regulations of the NMPT and therefore it cannot be enforced. Now that there is a reference on the main point of dispute, the question whether the action of the management is contrary to the regulations or not fades away.

29. In para 8.6 of the claim statement it has been contended by the first party workmen that in the conciliation proceedings of 3-7-1981 NMPT had submitted a list of categories who are of operational and office staff, but that on 1-8-1981 the NMPT issued another letter stating that Telephone Operator, Store Keeper, Chemist etc were inadvertently shown as operational staff and that they may be deleted and may be included as office staff. It was then contended that the NMPT is itself not sure as to which categories belong to operational staff and which are non-operational. In reply, it has been stated in the counter statement, in para 41 that the outdoor, field and operational staff have been identified in the course of conciliation as per document Nos. 15 and 16. The said documents have been marked as Exs. M-3 and M-4. The evidence of WW-1 K. M. Paul, Vice-president of the staff association discloses in para 5 that the management has issued the letters Ext. M-3 and M-4 and that the mistake has been corrected and from the record it cannot be said that the NMPT

itself was not certain as to which categories are included as operational staff. The distinction made by the second party between operational and non-operational staff is neither arbitrary nor whimsical. It is based on sound principles, as could be made out from Exs. M-3 and M-4, themselves.

30. Whether the burden of proof lies on the first party or the second party, is not an important question since both have adduced evidence. Looking at the fact that the workmen are already enjoying the benefit of the second Saturday since considerable time, it can be argued that the burden lies on the second party to justify its withdrawal. Looking at the point of reference, it can be equally argued with the same force that this Tribunal cannot but, call upon the first party to justify about the second Saturday being a holiday. I am not impressed by either of the submissions. It is a case where all the material placed on record requires be taken into account and a simple matter whether the operational staff of the NMPT should have the second Saturday as the holiday or not requires to be decided.

31. The evidence of MW-1, Lakshminarayanachar the secretary of the NMPT, recorded in CR. No. 27/87 shows that when the work started in 1962 only a field division for new Mangalore port project came into existence and that it was declared as a major port on 4-5-1974 and further it became a Port Trust on 1-4-1980. The parties agree on the point that till it became a major port trust the Central Government rules, were being followed, since the project office was a subordinate office of the Government of India. Similarly there is no dispute on the point that after it became the Port Trust, certain regulations were framed by the Government of India. In para 7 of his evidence MW-1 states that when it started as a project, there were three kinds of employees : (1) Regular, (2) Work charged establishment and (3) Nominal muster roll workers on daily wages and that all the three were temporary workers. In para 8 he swears that for regular employees the second Saturday was a holiday and for the work charged and nominal muster roll workers all days working days. It further appears in his evidence that when the port became operational, the work charged and NMR employees became surplus, but however majority of them, were transferred to traffic, marine and other operational departments. He further states that since there was an agitation that they should be made regular, it was conceded and they were made regular on ad-hoc basis with effect from August 1977. He adds that from 1979 they may become pucca regular and that only since 1977 itself they were given the second Saturday as a holiday. In para 13 of his evidence, it appears that in the other 9 major ports the employees who are on operational or field side, are not given second Saturday as a holiday even now. In para 15 he further explains that due to oversight the management has allowed second Saturday as a holiday for the operational and field staff, and that in 1981 when the matter was examined, they found that they were going on a wrong path and that in order to correct the same section 9A

notice was issued as per Ex. M-1. In the cross-examination in paragraphs 55 and 56 he has reiterated that only since 1977 the work charged and NMR employees were getting the second saturday. He has specifically denied the suggestion and has explained that except in NMPT none of the other major ports had second saturday holiday facility prior to their becoming major ports. In para 42 he further swears emphatically that except in NMPT no other major port had the second saturday holiday facility for operational staff prior to 4-1-1981. It cannot be forgotten that the settlement Ex. M-1 dated 4-1-1981 is not restricted to only NMPT but it is between the Government of India and the federation of Port and Dock Workers. It was not the forum and it was not possible for the second party NMPT to examine, thrash out, make a comparative study and then insist that second saturday shall not be a holiday for the operational staff and only after that enter into the settlement Ex. M-1. Hence it cannot be said that the NMPT has concerned or acquiesced that the second saturday shall be a holiday with an open eye and that it cannot now turn round and say that it was a mistake. From the cross-examination of MW-1 there is nothing to make out that it was not a genuine mistake but that with eyes wide open the management allowed the second Saturday as a holiday for the operational staff even after it became a major port.

32. In the evidence of WW-1 K. M. Paul (examined in C.R. No. 2/87) it has been stated in para 5 that there is no break in the said facility of the second saturday since 1963. This evidence is not consistent with the fact that work charged establishment and NMR workers became regular on adhoc basis only in the middle of 1977 and only since then they had the said facility. In para 16 of his evidence WW-1 states that he does not know whether in all the other ports second saturday is a working day for the field and operational employees. On going through the evidence of WW-1 it cannot be made out that there was no mistake on the part of the management in continuing the holiday of the second Saturday for the operational staff, after it became a port trust.

33. The evidence of WW-1 Paul is mainly on the point that in no other port the management has withdrawn any such facility after the formation of the port trust and therefore there is no justification for the withdrawal of the second saturday as a holiday for the operational staff. In para 6 of his evidence he further states that each port trust is an autonomous body and that it has the liberty to have its own regulations. In C.R. No. 30/87 the union to which WW-1 belongs has a case that uniformity should be the rule and that the claim of the management that they should work on fourth saturday also is not at all justifiable. Though C.R. No. 30/87 is a case restricted to only non-operational staff, I find that there is no justification to apply different yard-sticks in the matter of conditions of service. In my view the principle of region-cum-industry is a very sound principle and the same shall have to be applied in such cases. The cross-examination of WW-1 discloses that he has no basis to justify that second saturday shall not be a working day for the operational staff

on the footing that second saturday is not a working day in other ports.

34. The management has relied upon certain documents to substantiate its case that in other ports second saturday is a working day for operational staff.

35. Ex. M-1 is the notice issued under section 9A of the Industrial Disputes Act. Ex. dated 12-5-1981 is a letter by the secretary of the Port Trust of Bombay addressed to MW-1. The letter shows that in Bombay Port Trust the third category of workers known as shore, crew, flotilla, fire service station, light houses staff, signal station staff etc., and the employees of the second category known as out door staff, have working hours on saturdays as the same on other days except the staff of civil and mechanical engineering departments, weekly working hours are 47-1/2 made up of 8-1/2 hours a day and five hours on saturdays. Ex. M-6 is a letter from the Senior Deputy Secretary of port of Madras addressed to MW-1. It is dated 21-5-1981. It shows that the working hours for workers who are not of the managerial and office staff, is as per shift system and the timings of the shifts are as per the standing orders of the port trust. Ex. M-7 is a letter from the personnel officer of the Madras, Dock Labour Board, to MW-1. It is dated 21-5-1981. It shows that the duty hours on saturdays as regards dock workers is as per shift system with timings as 6 a.m. to 2 p.m., 2 p.m. to 10 p.m. and 10 p.m. to 6 a.m. with tea and lunch breaks. Ex. M-8 is a letter from the Deputy Secretary of Calcutta Port Trust to MW-1 dated 21-5-1981. It indicates that the duty hours for non-operational managerial and office staff on saturday is from 10 a.m. to 1.30 p.m. and for others it is according to shift hours and shift hours' mean full working day on second saturday. Ex. M-9 dated 2-6-1981 is a letter from the Assistant Secretary of Cochin Port Trust to MW-1. It shows that for dock workers of D.L.B. and other workers, the duty hours on saturdays are 8 a.m. to 5 p.m. with an interval. Ex. M-10 dated 20-5-1981 is a letter by the Secretary of the Vishakapatnam Port Trust to MW-1. It deals with the working hours of the offices. Ex. M-11 is the relevant letter from the Vishakapatnam Port. It shows that saturday is a full working day for the out door staff working in shifts. Ex. M-12 is a letter from the Secretary of the Mormua Port Trust to MW-1. It points out that the shift and duty hours for workers are 7.30 a.m. to 4 p.m., 3.30 p.m. to 12 mid night, 11.30 p.m. to 8 a.m. with tea and lunch breaks. Ex. M-13 is a letter by the Secretary of Tuticorin Port Trust to MW-1 and it is dated 18-5-1981. It shows that for out door employees it is a full working day on all saturdays. Ex. M-14 dated 26-5-1981 is a letter from the Secretary of the Kandla Port Trust to MW-1. It points out that the daily working hours for D.L.B. and other is 8 hours. All these letters substantiate the evidence of MW-1 and point out that the uniform practice in all the ports is that for operational staff, the second saturday is a full working day in the context of total working hours of a week or a month.

36. From the evidence of MW-1 appearing in paras 55 and 56, it was contended for the first party

that if there is extra cost, it is shifted to the port users and that the management need not worry about it. It was then argued that if the facility of second saturday being enjoyed as a holiday by the operational staff for decades is being taken away, they are entitled for compensation, for which the second party need not have to feel sorry. From the various letters of almost all the major ports of India and the practice available in the factories of public undertaking factories and evidence of MW-1, a finding emerges that there has been a genuine mistake on the part of the second party to have continued to give the second saturday as a holiday even after the New Mangalore Port ceased to be managed by the Department of shipping and transport of the Government of India and that it is not a case where a facility which was granted knowing all the implications of the same, is being withdrawn. The learned counsel for the first party contended that the enjoyment of the second saturday as a holiday has become a substantial right and the management cannot take away the same. No question of acquiring a right arises, if some facility in favour of the workmen is being suffered by the management, under a genuine mistake of fact on account of inadvertance.

37. The learned counsel for the second party cited the case of *Paizer Private Limited Bombay V/s. the workmen* (AIR 1963 Supreme Court page 1103) and contended that this Tribunal has the jurisdiction to consider the case of the second party that second saturday shall be a working day for the operational staff. The authority states that the Tribunal has the jurisdiction to examine the reasonableness of introduction of more than one shifts. It is further stated that the question must be considered from the point of view of importance and necessity.

38. The learned counsel for the second party then placed reliance on the case of *M/s. Saxby and Farmer (India) Private Limited v/s their workmen* (AIR 1975 Supreme Court page 534). The authority is on the point that when the need for Industrial production is urgent and paramount it may not be advisable to reduce the number of holidays in industrial concerns. It has been further observed that a necessary step in the direction of increasing country's production is the reduction of number of holidays. Both these authorities support the contention of the second party under the facts and circumstances of the present case. They further show that it is all the more necessary to make the second saturday a working day for the operational staff.

39. The learned counsel for the second party cited the case of *State of Kerala and others v/s T. M. Somarajan* (1984 LAB I.C. page 769). The authority is not pertinent.

40. The ultimate object of Industrial adjudication is to help the growth and progress of National Economy and with this object in mind, industrial disputes require adjudication. Indeed, the Tribunal cannot overlook the principles of fair-play and justice and hesitate in saying that the workmen shall receive social justice. At the same time it cannot ignore the needs of national economy. If, on the one hand an attempt is made to secure benefits to the workmen with the intention of

perpetuating social justice, on the other hand, it cannot be forgotten that it has a duty to bear in mind the interests of the community. The emphasis shall have to be on increased production. Absence from work cannot be unduly encouraged. Ex. M-15 is the traffic statement for the period from 1978-79 to 1986-87. From the said statement it can be made out that the port activity at NMPT is just blooming up and it would be against the national interest to fail to nourish it. The labour has its own responsibility in the national economy and I am of the view that it will be generous enough to accept it as an opportunity to put in more of the best possible it has, by working on second saturdays.

41. In the present case, it may appear that the non-operational staff which is already putting up labour for less number of hours as compared to the working hours of the operational staff is being awarded further benefit by awarding that their working hours shall not exceed 156 hours in a month, whereas the operational staff is made to work for the full of the second saturdays. The point at issue is not comparative benefits or facilities which the operational and non operational staff are being given under the present award, but it is about the justification of the case and counter case put fourth in both the matters. The purpose, object, criteria, considerations of fixing the working hours for operational staff as against the working hours of the non operational staff are entirely different and this Tribunal cannot embark, on such exercise. The finer and subtler the nature of work involved higher and better are the comforts provided and therefore there can be hardly any comment. The ghost of discrimination has no place.

42. In both the references I do not find sufficient grounds to award any relief with retrospective effect.

43. In the result, an award is hereby passed in CR. No. 30/87 that the management of NMPT Panambur is not justified in asking the non-operational staff, to work for more than 156 hours in a month and that the non-operational staff is entitled to the relief that the management shall not ask them to work for more than 156 hours in a month. The management has the liberty to fix the working hours for all the saturdays, so that the total working hours for them shall not exceed 156 hours in a month.

44. In CR. No. 27/87 an award is hereby passed that second saturday shall be a working day and shall not be a holiday for the operational staff of NMPT as shown in Ex. M-1.

45. The awards shall be implimented within one month from the date that they come into force.

(Dictated to the secretary taken down by him and got typed and corrected by me).

B. N. LALGE, Presiding Officer
Central Government Industrial
Tribunal-cum Labour Court,
Bangalore.

[No. L-45011/4/84-D IV A]

[No. L-45011/1/82-D IV A]

K. J. DYVA PRASAD, Desk Officer

